



Advertise Date: Friday, June 15, 2018

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.:	B180281TJM		
Solicitation Name:	FUEL ANNUAL PURCHASE		
Open Date/Time:	Monday, July 16, 2018	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Tara McMahon	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	tmcmahon@leegov.com
Requesting Dept.	COUNTY WIDE		

Pre-Bid Conference:

Type: No meeting scheduled at this time
Date/Time: N/A
Location:

All solicitation documents are available for download at
www.leegov.com/procurement

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Advertisement Date: 6/15/2018

Notice to Bidder

Invitation to Bid #B180281TJM FUEL ANNUAL PURCHASE

Invitation to Bid (B)

Lee County, Florida, is requesting bids from qualified individuals/firms for
FUEL ANNUAL PURCHASE

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Monday, July 16, 2018

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement. Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

There will be no Pre-Bid Conference for this solicitation. It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Tara McMahon tmcmahon@leegov.com

Sincerely,

Laurie Victory, CPPB
Procurement Manager

*WWW.leegov.Com/Procurement is the County's official posting site

Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Manual and Ordinances
 - 2.1.3. Change Order
 - 2.1.4. Agreement
 - 2.1.5. Addenda
 - 2.1.6. Special Conditions
 - 2.1.7. Detailed Specifications
 - 2.1.8. Supplemental Conditions and Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
 - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Manual

- 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.
- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
- 3.1.4. FL § 218 Public Bid Disclosure Act.
- 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
- 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
 - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Do not lock files.
- 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
 - 6.1.1. Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID -- CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**

16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2. As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide 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 award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SUB-CONTRACTOR

- 19.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

20. BID - PROJECT GUIDELINES (as applicable)

- 20.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 20.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 20.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 20.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 20.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 20.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
 - 20.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

21. BID – TIEBREAKER

- 21.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 21.1.1. Step 1 - Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder.
 - 21.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program.
 - 21.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 21.2. When the tie has been broken pursuant to the above procedures, the contract award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 21.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder, if necessary.

22. WITHDRAWAL OF BID

- 22.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 22.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 22.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 22.3.1. The bidder acted in good faith in submitting the bid,
 - 22.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 22.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

23. PROTEST RIGHTS

- 23.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 23.2. “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 23.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4. In order to preserve the right to protest, a written “*Notice Of Intent To File A Protest*” **must be filed with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision affecting your rights is posted on the Lee County website.**
 - 23.4.1. The notice must clearly state the basis and reasons for the protest.
 - 23.4.2. The notice must be physically received by the Procurement Management Director with -in the required time frame. No additional time will be granted for mailing.
- 23.5. To secure the right to protest a “**Protest Bond**” and written “*Formal Protest*” document must be filed **within 10 calendar days** after the date of “*Notice of Intent to File a Protest*” is received by the Procurement Management Director.
- 23.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 24.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

25. CONTRACT ADMINISTRATION

- 25.1. **Designated Contact:**
 - 25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

- 25.1.2. Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 25.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual written agreement of both parties.**
- 25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 25.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 25.3. **BID – Basis of Award:**
- 25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 25.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 25.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
- 25.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 25.4. **Agreement/Contracts/Contracts:**
- 25.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 25.5. **Records:**
- 25.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 25.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 25.5.2.1. Keep and maintain public records required by the County to perform the service.
- 25.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of

public records, in a format that is compatible with the information technology systems of the County.

25.5.3. **Public Record:** **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

25.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

25.6. **Termination:**

25.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

25.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)

25.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

25.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

26. WAIVER OF CLAIMS

26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

27. LEE COUNTY PAYMENT PROCEDURES

27.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:

**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**

27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.

- 27.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
 - 27.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
28. SAFETY DATA SHEETS (SDS) (as applicable)
- 28.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.
29. DEBRIS DISPOSAL (as applicable)
- 29.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
30. SHIPPING (as applicable)
- 30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
 - 30.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
31. INSURANCE (AS APPLICABLE)
- 31.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate
 \$1,000,000 products and completed operations
 \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
 \$500,000 disease limit
 \$500,000 disease – policy limit

- d. **Pollution Liability** - Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

**The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.
 - c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1.0 CONTRACT PRICING

Lee County, herein referenced as "County" reserves the right to purchase fuel off of the State of Florida contract, or from another city/county agency located within Florida, if pricing is lower and in the best interest of the County.

2.0 BASIS OF AWARD

The County intends to award a primary and a secondary vendor per each category a-b based on the lowest total bid price per category.

Award for Category C, Optional Items, the cost of the Oil Price Information Service (OPIS) subscription and option for the County to pick up fuel shall be at the County's discretion. The County reserves the right not to award optional items.

3.0 TERM:

The successful bidder and/or bidders for each category shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one-year (1) period. There may be an option to renew this contract upon the approval of both the County and the successful bidder and/or bidders at the time of initial term expiration for a three (3), additional one (1) year periods.

4.0 REVISIONS TO COUNTY STANDARD TERMS AND CONDITIONS

The following are revisions to the above provided standard Terms and Conditions that apply to this particular project. Words, phrases or sentences with a strikethrough represent deletions to the County's standard Terms and Conditions. Underlined words and bolded, phrases or sentences represent additions to the County's standard Terms and Conditions.

21. BID – TIEBREAKER

21.1 Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.

21.1.1. ~~Step 1 – Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder.~~ **If local preference is prohibited by the funding source then step 2 will replace step 1.** ~~–Not applicable due to potential FEMA grant funding.~~

End of Special Conditions Section

DETAILED SPECIFICATIONS

1.0 BACKGROUND/PURPOSE:

It is the intent of the Lee County Board of County Commissioners to contract with one or more contractors to provide unleaded gasoline and diesel fuel on an as needed basis as well as emergency situations. Emergency events include but are not limited to natural disasters such as hurricanes, tornadoes, windstorms, floods, and fires as well as man-made events such as civil unrest and terrorist attacks. The County Reserves the right to add or remove delivery locations and add or remove fuel types for delivery based on the County's needs and fuel tank delivery sites. No minimum order is guaranteed.

It is further specified that this bid is to obtain fuels at competitive market rates through a conditional contract for the required materials with suppliers that have access to volumes of substantial petroleum products from nearby ports via contractual allocations or direct ownership and have a proven stable business operations; including provisions for delivery capabilities and business continuity that will ensure prompt and convenient service.

2.0 FUEL REQUIREMENTS:

- 2.1. A quality motor fuel is desired; contaminated and/or degraded fuel will not be acceptable. The fuel to be provided under this bid must meet the following requirements:
 - 2.1.1. The supplied gasoline shall be visually free of un-dissolved water, sediment, and suspended matter. It shall be clear and bright at ambient temperatures. Anti-knock index levels, defined as the average of the research octane number and motor octane number ($R + M/2$) shall be 87 octane as stipulated by Lee County. ASTM standard specifications for automotive gasoline (D439-84 or latest revised ASTM standard or other as dictated by the County on an on-going basis) shall prevail in case of dispute of quality. Ethanol rating/content: E10 is the maximum – E15 fuels are not acceptable under this bid.
 - 2.1.2. The #2 diesel fuel supplied shall conform to ASTM D975-81 (or latest revised ASTM standard or other as dictated by the County on an on-going basis).
 - 2.1.3. All fuel (gasoline and diesel motor fuels) shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as a fuel in internal combustion engines.
 - 2.1.4. All fuel and fuel products shall meet or exceed State of Florida specifications found at <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=5J-21> or current State of Florida specifications as updated by the State.
 - 2.1.5. Non-approved additives are prohibited from all products. Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process.
 - 2.1.6. Certificates of Analysis certifying that all fuel and fuel products being purchased under any resulting term contract(s) meet the product specifications referenced in these technical specifications may be requested at any time.

DETAILED SPECIFICATIONS (CONTINUED)

3.0 OPIS REPORTS

- Lee County Board of County Commissioners utilizes the Oil Price Information Service for Tampa Port at 10:00 a.m. (price fluctuates by port and time of day). If the County opts to utilize the awarded vendor to purchase this OPIS report, the OPIS report needs to be sent via email to various Lee County Departments to include but not be limited to: Fleet, 2955 Van Buren Street; Lee County Transit, 3401 Metro Pkwy; Lee County Solid Waste, 10550 Buckingham Rd.; and Lee County Utilities, 7401 College Pkwy, Fort Myers, FL, 33907.
- The subscription must be for the term of the contract and all renewal periods. Duplications or reproductions of the OPIS report are not acceptable. The OPIS report supplied to Lee County will be used to monitor the pricing of the fuel supplied by the awarded vendor. The County reserves the right to purchase the OPIS subscription(s) on there own.

4.0 DELIVERY REQUIREMENTS

- 4.1 The fuel shall be delivered F.O.B. to various locations throughout contiguous Lee County, as directed (see Attachment A). The County reserves the right to add additional fueling sites to this list as they come on line over the term of this bid.
- 4.2 When the fuel is delivered, a County employee may or may not be present. The delivering driver will meter the product into the tanks, sign and furnish a delivery ticket with the beginning and ending meter readings. The driver shall also be required to stick the tanks before and after delivery for Fleet Management locations. All Fleet delivery sites include the prefix of "CNTY" on the attachment A. All invoices shall have delivery tickets attached and must reach each delivery location within three business days of delivery. Optional metering arrangements may be considered if based upon State certified metering systems or State calibrated tanks.
- 4.3 Deliveries shall be made as necessary and in a timely manner, to assure continuity of on-going County operations. The awarded vendor(s) shall provide current "stick readings" for all fuel dispensing locations 2 days per week before 12:00 noon. It will be the responsibility of the vendor to ensure that adequate fuel supplies are available at each location, especially before or during an emergency. The ultimate goal is to ensure that fuel is always available. Awarded vendor or vendors shall endeavor to provide all deliveries within 24 hours of receipt of the County's request and shall notify the County if delivery cannot be made within 24 hours. If awarded vendor cannot deliver the requested fuel, as specified in the contract, within 24 hours of receiving the order, vendor shall notify the requesting department by email and County reserves the right to purchase fuel from the secondary vendor.
- 4.4 Delivers during emergency situations must be made within a twelve (12) hour period from the request/order for delivery. Should the contractor be unable to provide such service the County reserves the right to cancel the purchase without penalty and purchase products from other sources.

DETAILED SPECIFICATIONS (CONTINUED)

- 4.5 Deliveries may be requested to fill generators located at various field locations throughout the County. Request for generator fuel may be made during times of heavy rains, emergency situations, or standard times of need.
- 4.5.1 It is anticipated that the County will be purchasing their own fuel truck for fueling of generators in the field. The County also has fuel trailers that the County owns. Pickup of fuel by the County in either mobile fuel truck/trailer may be needed.
- 4.6 There shall be no holding of order to fill a truck prior to delivery. Before beginning to unload fuel, the delivery driver must wait for any vehicles to finish fueling, and then once the unloading is in process, prevent any vehicle from starting to fuel.
- 4.7 Adequate training must be provided to delivery drivers and appropriate personnel to ensure the safety of County employees and equipment.
- 4.8 All deliveries shall comply with all applicable state, local and Department of Environmental Regulations guidelines.

5.0 LEE TRAN DELIVERY REQUIREMENTS

Before dispensing fuel the driver must check in with the Lee Tran Parts Department. The driver must obtain a tank monitoring ticket with beginning and ending meter readings. The driver will provide the tank monitoring tickets and fuel manifest to the Shop Maintenance Department and must obtain a Lee Tran employee's signature attached to the manifest.

6.0 SOLID WASTE DELIVERY REQUIREMENTS

Before dispensing fuel the driver must check in as follows:

- Lee/Hendry Transfer Stations (LaBelle and Clewiston locations) – Driver checks in at the scale house and waits for staff to unlock the tanks.
- Lee/Hendry Landfill – Driver checks in at scale and waits for staff to authorize unloading.
- Waste to Energy Location (10550 Buckingham Road) – Driver checks in at maintenance shop and waits for staff to unlock the tanks.

In addition, at all Solid Waste locations, the vendor must perform stick readings and provide before and after measurements on the packing slip.

DETAILED SPECIFICATIONS (CONTINUED)

7.0 SPILL PREVENTION

All bidders shall have an established, ongoing, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Bidders shall submit details of this program with their bid submission. No County employee may authorize an overfill. Tanks shall only be filled to 90% of their capacity. In case of a spill or overfill, the vendor's employee shall immediately verbally notify Lee County Fleet Management at 239-533-5338, Lee Tran at 239-533-0335, or Solid Waste Division at 239-533-8000 (as applicable and appropriate) Utilities/generator contact person Larry Clifford 239-533-5642 or cell 239-839-4831 and the appropriate emergency response agencies. In either case, a written follow up shall be delivered to the appropriate management personnel at the affected facility within 48 hours of the spill. The cost of the site cleanup will be the responsibility of the vendor. Final inspection by Department of Environmental Protection or another official government agency will be required before any additional invoices are released for payment.

8.0 EMERGENCY RESPONSE

A specific plan to provide Lee County with uninterrupted delivery of fuel before or during natural disasters or emergencies, such as hurricanes, storm, fire, etc., or during fuel supply shortages should be submitted with bid. The plan shall include the names of at least two personal contacts and a method of contact 24 hours a day, seven days per week, in the event of a disaster.

9.0 QUALITY ASSURANCE PROGRAM

All bidders shall have an established on-going quality assurance program, including but not limited to: spill prevention, driver training and cross-fueling prevention program. Bidders should submit details of this program with their bid.

10. CORRECTION FOR TEMPERATURE

The vendor shall make adjustment and allowance in gallonage of products to compensate for change in temperature. Such correction shall be based on 60 degrees Fahrenheit as normal. Both the delivery reading, product temperature and corrected reading should be shown on the invoice.

Payment shall be made on net gallons dropped not gross. The County is tax exempt; therefore, the successful vendor or vendors shall verify with the County to determine their tax exemption status and its applicability to state, federal sales, use and/or transportation and excise taxes or any other additional taxes as mandated by law.

11.0 ESTIMATED CONSUMPTION

Last fiscal year, Lee County Fleet purchased approximately 523,878 gallons of unleaded fuel and 507,387 gallons of diesel fuel. An additional 77,963 gallons of unleaded and 1,009,782 gallons of diesel were purchased by other Lee County departments as listed herein. These amounts are given for bidder's guidance only. No minimum quantity is guaranteed or implied.

DETAILED SPECIFICATIONS (CONTINUED)

12.0 STORAGE CAPACITY

The County's current storage capacity is listed on Attachment A. Additionally, Lee County has numerous emergency generators at various locations, which require fueling when requested. A sample list of the County's current generator locations list is attached as Attachment B.

13.0 VARIABLE PRICING

- 13.1. The awarded vendor shall submit invoices based upon "OPIS" (Oil Price Information Service), a fixed fee (to include overhead, profit, etc.) to be added to the "Base", and the appropriate taxes, each based upon units of one gallon. The pricing shall be allowed to vary one time per day based on OPIS. Total price shall be firm and effective for all orders delivered before the following day.
- 13.2. The "Base" price as shown on the Bid/Proposal Form is based upon the average Tampa, Florida price as reported in "OPIS" through a daily report for Unleaded 87 Octane, and #2 Ultra Low Sulfur Diesel Clear and #2 Ultra Low Sulfur Diesel Dyed. Prices shall be based upon delivery date only (not invoice date).
- 13.3. *The "Base" price per gallon shall be filled in by the vendor and shall be based upon the average Tampa, Florida price as reported in the "Oil Price Information Service" ("OPIS") on the opening date of this Bid (stated on the cover sheet of this bid package) at 10:00 a.m.

14.0 PAYMENT

The County shall process all invoices within 30 days of receipt. From fuel delivery date to invoicing date, shall be no more than three (3) business days. (It is preferred that the invoice date be the same as the delivery date if possible.) Invoices shall fully itemize all charges including taxes, temperature correction, time of delivery, before and after delivery stick readings, net and gross gallons, and segregate them by tank, date and location. If any split loads are received, the vendor must provide separate invoices for each fuel type. Any penalties or late fees assessed by Lee County because of late invoicing on part of the vendor be the responsibility of the vendor's.

NOTE: The County's payment terms are NET 30 – no exceptions. Credit cards may not and shall not be used for the payment of fuel under this bid.

15.0 DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or back up shall be readily available during normal work hours, 8:00am-5:00pm Mon-Fri, by phone or in person, and shall be knowledgeable of the terms and procedures involved. The County and the awarded vendor shall each provide the other with an emergency contact phone number that is accessible 24 hours per day.

DETAILED SPECIFICATIONS (CONTINUED)**16.0 SUB-CONTRACTORS**

The use of sub-contractors to transport fuel will be allowed under this bid; however, the primary vendor shall be responsible for all deliveries from fueling location to the Lee County facility including unloading of fuel. The Lee County contract shall be exclusively with the vendor(s) of record. all sub-contractors must comply with the terms and conditions of this bid.

17.0 MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, to this product or service in the event of major breakdowns or natural disasters. Lee Tran must receive priority for fuel as they are classified as first responders for the evacuation of individuals during a disaster.

Lee County reserves the right to purchase the product or service listed in this bid outside of the resulting contract or contracts in an emergency situation. The County reserves the right to purchase the fuel for their mobile fuel truck or trucks/trailers outside of this contract, if purchasing outside of the contract to fuel the County's fuel truck/trucks/trailer is found in the best interest of the County; e.g. cost savings.

End of Detailed Specifications Section

ATTACHMENT A – DELIVERY LOCATIONS

NOTE: The County reserves the right to add additional fueling sites to this list as they come online over the term of this bid.

ATTACHMENT A-DELIVERY LOCATION

NOTE: The County reserves the right to add additional fueling sites to this list as they come online over the term of this bid.

LOCATION	FUEL TYPE	# OF FUEL TANKS	TANK # GALLONS	ABOVE OF BELOW GROUND	CONTACT NAME	PHONE	SPECIAL DELIVERY HOURS	SPECIAL DELIVERY NOTES
CNTY-Lee County	Unleaded	1	10,000	Below Ground	Debbie Steinke	(239) 533-5301	Monday – Friday, 7:00 AM – 3:00 PM	N/A
Fleet Management	Dyed Diesel	1	10,000	Below Ground	Janet Meyers	(239) 533-5353		
2955 Van Buren Street								
Fort Myers, Florida 33916								
CNTY – Lee County					Jay Devlin	(239)-533-9400	Monday – Thursday, 7:00 AM – 10:00 AM	Pump is required. There is no access to facility from Industrial Drive, enter from Romano Ave.
DOT Operations – Lehigh Acres	Unleaded	1	500	Above Ground	Debbie Steinke	239-533-5301		
6500 Felix Romano Ave.	Dyed Diesel	1	2,000	Above Ground				
Lehigh Acres, Florida 33912								
CNTY – Lee County	Unleaded	1	6,000	Above Ground	Debbie Steinke	(239) 533-5301	Monday – Friday, 7:00 AM – 4:00 PM	Enter through second gate.
Government Complex	Clear Diesel	1	6,000	Above Ground	Janet Meyers	(239) 533-5353		
15650 Pine Ridge Road								
Fort Myers, Florida 33932								
CNTY Evergreen – Lee County	Unleaded	1	6,000	Above Ground	Dave Grumney	(239) 652-6103	Monday – Thursday, 7:00 AM – 3:00 PM	N/A
Depot 1	Dyed Diesel	1	6,000	Above Ground	Debbie Steinke	(239) 533-5301		
190 Evergreen Road								
North Fort Myers, Florida 33903								
CNTY – Lee County	Unleaded	1	10,000	Above Ground	Jay Devlin	(239) 533-9400	Monday – Friday, 7:00 AM – 3:00 PM	N/A
DOT OPERATIONS - Billy Creek	Dyed Disel	1	10,000	Above Ground	Debbie Steinke	(239) 533-5301		
5560 Zip Drive								
Fort Myers, Florida 33905								
SPORTS COMPLEX	Unleaded	1	200	Above Ground	Phil Boutwell	(239) 707-3976	N/A	N/A
14100 Six Mile Cypress	Dyed Diesel	1	300	Above Ground				
Fort Myers, Florida 33912								
CITY OF PALMS	Unleaded	1	150	Above Ground	Billy MacPhee	(239) 340-0397	N/A	N/A
2278 Jackson Street	Dyed Diesel	1	150	Above Ground				
Fort Myers, Florida 33901								

ATTACHMENT A-DELIVERY LOCATION

NOTE: The County reserves the right to add additional fueling sites to this list as they come online over the term of this bid.

LOCATION	FUEL TYPE	# OF FUEL TANKS	TANK # GALLONS	ABOVE OF BELOW GROUND	CONTACT NAME	PHONE	SPECIAL DELIVERY HOURS	SPECIAL DELIVERY NOTES
BOSTON PLAYER DEVELOPMENT	Unleaded	1	225	Above Ground	Billy MacPhee	(239) 340-0397	N/A	N/A
2200 Jacksonville Street	Dyed Diesel	1	225	Above Ground				
Fort Myers, Florida 33916								
JET BLUE PARK	Unleaded	1	300	Above Ground	Kyle Katzenmeyer	(239) 271-5759		
11581 Daniels Parkway	Dyed Diesel	1	300	Above Ground				
Fort Myers, Florida 33913								
CNTY – Lee County	Dyed Diesel	1	500	Above Ground	Timothy LaMontagne	(239) 533-8960	N/A	N/A
Lee/Hendry Transfer Station								
1280 Forestry Division Drive								
Labelle, Florida 33935								
CNTY – Lee County	Dyed Diesel	1	500	Above Ground	Timothy LaMontagne	(239) 533-8960	N/A	N/A
Lee/Hendry Transfer Station								
1350 Olympia Street								
Clewiston, Florida 33440								
CNTY – Lee County	Dyed Diesel	1	8,000	Above Ground	Jason Fournier	(239) 229-5733	N/A	N/A
Lee/Hendry Landfill	Dyed Diesel	1	10,000	Above Ground	William Kilby	(239) 822-9779		
5500 Church Road	Dyed Diesel	1	+/-100	Above Ground/Generator				
Felda, Florida 33930								
CNTY – Lee County	Unleaded	1	2,000	Above Ground	Stuart Schaad	(239) 533-8929		
Lee County Solid Waste	Dyed Diesel	1	500	Above Ground	Jason Fournier	(239) 533-8920		
10550 Buckingham Road	Dyed Diesel	1	10,000	Above Ground				
Fort Myers, Florida 33905								
CNTY- Lee County	Unleaded	1	10,000	Above Ground	Robert Southall	239-533-0336	Monday-Saturday 7:00 a.m. – 1:00 p.m.	Access via Cranford Rd. access gate.
Lee Tran	Dyed Diesel	2	20,000	Above Ground	Mike Paschal	239-533-0335		
3401 Metro Parkway	Dyed Diesel	1	10,000	Above Ground/Generator				
Fort Myers, FL 33901								

ATTACHMENT B – GENERATOR FUEL-DELIVERY LOCATIONS

NOTE: IF AWARDED, VENDOR OR VENDORS ARE NOT RESPONSIBLE FOR PROPANE DELIVERIES TO LOCATIONS SHOWN ON ATTACHMENT B.

**B180281TJM Attachment B
Generator Fuel Delivery Locations**

Approximate fuel consumption gal/hr.								
generator Location	generator kw	Fuel Type	Fuel Capacity	25% load	50% load	75% load	100% load	Responsible Department
Administration Building	1250	Diesel	1,400 gal	26.7	45.7	66.5	89.0	Facilities
Administration East	500	Diesel	3,000 gal	10.7	18.3	26.6	35.6	Facilities
Airport Haul 1	1250	Diesel	6,000 gal	26.7	45.7	66.5	89.0	Utilities
Airport Haul 2	1250	Diesel	6,000 gal	26.7	45.7	66.5	89.0	Utilities
Alico Road Booster	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
Alva Bridge	60	Propane	500 gal	1.3	2.2	3.2	4.3	DOT
Alva Tower	80	Propane	1,000 gal	1.7	2.9	4.3	5.7	ECC
Animal Services	300	Diesel	700 gal	6.4	11.0	16.0	21.4	Animal Services
Big Carlos Pass Bridge	60	Propane	500 gal	1.3	2.2	3.2	4.3	DOT
Bonita Tower	125	Propane	1,000 gal	2.7	4.6	6.7	8.9	ECC
Bonita YMCA	500	Diesel	750 gal	11.6	18.8	25.7	34.4	EOC
Burnt Store Tower	85	Propane	500 gal	1.8	3.1	4.5	6.1	ECC
Cape Coral Bridge Toll Facility	125	Diesel	1,000 gal	2.7	4.6	6.7	8.9	DOT
Cape Coral Repeater	80	Propane	2,000 gal	1.7	2.9	4.3	5.7	ECC
Cape Coral Tower	80	Propane	500 gal	1.7	2.9	4.3	5.7	ECC
City of Palms Sports Complex	100	Diesel	125 gal	2.1	3.7	5.3	7.1	Parks & Rec
College Pkwy, Customer Service Center	150	Diesel	500 gal	3.2	5.5	8.0	10.7	Utilities
College Pkwy, Maint and Electric	125	Diesel	250 gal	2.9	5.8	8.7	11.4	Utilities
Constitutional Complex	820	Diesel	500 gal	2.9	5.8	8.7	11.4	Facilities
Corkscrew ASR well portable 68118	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew east well 34	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew east well 35	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew east well 36	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew east well 37	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew east well 38	125	Diesel	308 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew east well 39	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew north well 40	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew north well 41	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew north well 8	400	Diesel	2,000 gal	8.5	14.6	21.3	28.5	Utilities
Corkscrew Repeater	80	Propane	2,000 gal	1.7	2.9	4.3	5.7	Utilities
Corkscrew south well	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
Corkscrew southwest well 25	125	Diesel	366 gal	2.9	5.8	8.7	11.4	Utilities
Corkscrew southwest well 26	100	Diesel	194 gal	2.1	3.7	5.3	7.1	Utilities
Corkscrew southwest well 27	100	Diesel	194 gal	2.1	3.7	5.3	7.1	Utilities
Corkscrew southwest well 28	100	Diesel	194 gal	2.1	3.7	5.3	7.1	Utilities
Corkscrew WTP 1	1000	Diesel	6,000 gal	21.3	36.6	53.2	71.2	Utilities
Corkscrew WTP 2	1000	Diesel	6,000 gal	21.3	36.6	53.2	71.2	Utilities
Department of Health	35	Diesel	200 gal	0.7	1.3	1.9	2.5	Health Dept
Depot 1\Marine services	350	Diesel	5,000 gal	7.5	12.8	18.6	24.9	Facilities
Depot 7	100	Diesel	150 gal	2.1	3.7	5.3	7.1	DOT
Detar	150	Diesel	366 gal	3.2	5.5	8.0	10.7	Utilities
Detar Portable 45439	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45440	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45441	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45442	30	Diesel	50 gal	0.6	1.1	1.6	2.1	Utilities
Detar Portable 45443	30	Diesel	50 gal	0.6	1.1	1.6	2.1	Utilities

**B180281TJM Attachment B
Generator Fuel Delivery Locations**

generator Location	generator kw	Fuel Type	Fuel Capacity	25% load	50% load	75% load	100% load	Responsible Department
Detar Portable 45444	30	Diesel	50 gal	0.6	1.1	1.6	2.1	Utilities
Detar Portable 45445	30	Diesel	50 gal	0.6	1.1	1.6	2.1	Utilities
Detar Portable 45446	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45447	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45925	100	Diesel	200 gal	2.1	3.7	5.3	7.1	Utilities
Detar Portable 67929	100	Diesel	200 gal	2.1	3.7	5.3	7.1	Utilities
Detar Portable 67950	100	Diesel	200 gal	2.1	3.7	5.3	7.1	Utilities
Detar Portable 67951	100	Diesel	200 gal	2.1	3.7	5.3	7.1	Utilities
DOT Traffic, admin	300	Diesel	1,700 gal	6.4	11.0	16.0	21.4	DOT
DOT Traffic, sign shop	100	Diesel	170 gal	2.9	4.8	6.2	8	DOT
DOT, Operations	100	Diesel	335 gal	2.9	4.8	6.2	8	DOT
Elections Center	400	Diesel	400 gal	10	16	21.5	27.3	Elections
Emergency Communications Center/911 Unit 2	500	Diesel	1850	11.6	18.8	25.7	34.4	ECC
Emergency Communications/911 Unit 1	500	Diesel	1,845 gal	11.6	18.8	25.7	34.4	ECC
EMS Station, (Daniels Rd)	45	nat'l gas	N/A	1	1.8	2.7	3.5	EMS
EMS supply, Estero high school	16	Propane	10 gal	0.6	0.9	1.2	1.5	EMS
EMS supply, Mariner high school	16	Propane	10 gal	0.6	0.9	1.2	1.5	EMS
EMS, Portable 67887	35	Diesel	200 gal	0.7	1.3	1.9	2.5	EMS
EMS, Portable 67889	35	Diesel	200 gal	0.7	1.3	1.9	2.5	EMS
EMS, Station 11	35	Diesel	200 gal	0.7	1.3	1.9	2.5	EMS
EMS, Station 12	35	Diesel	200 gal	0.7	1.3	1.9	2.5	EMS
EMS, Station 27	300	Diesel	1,950 gal	6.67	11.57	17.12	23.15	EMS
EMS, Station 31	50	Diesel	375 gal	1.1	1.8	2.7	3.6	EMS
Enviromental Lab	150	Diesel	300 gal	3.5	7.3	10.7	13.8	Lab
EOC 1	1250	Diesel	12,000 gal	26.7	45.7	66.5	89.0	EOC
EOC 2	1250	Diesel	12,000 gal	26.7	45.7	66.5	89.0	EOC
EOC 3	1250	Diesel	12,000 gal	26.7	45.7	66.5	89.0	EOC
EOC, Portable 31886 (250 KW)	250	Diesel	500 gal	5.3	9.1	13.3	17.8	EOC
EOC, Portable 45501 (50KW)	50	Diesel	150 gal	1.1	1.8	2.7	3.6	EOC
EOC, Portable 45502 (50KW)	50	Diesel	150 gal	1.1	1.8	2.7	3.6	EOC
Estero Community Center	230	Diesel	3,000 gal	4.9	8.4	12.2	16.4	EOC
FGCU Tower	80	Propane	1,000 gal	1.7	2.9	4.3	5.7	ECC
Fiesta Village WWTP	1000	Diesel	4600 gal	19.1	35.8	54.1	72.2	Utilities
Fleet Management	350	Diesel	1,000 gal	7.5	12.8	18.6	24.9	Fleet Management
Ft. Myers Beach WWTP	1750	Diesel	10,000 gal	37.3	64.0	93.1	124.6	Utilities
Gateway WWTP	1500	Diesel	6,000 gal	32.0	54.8	79.8	106.8	Utilities
Germain Arena	750	Diesel	4000 gal	14.8	27.1	39.8	52.7	EOC
Green Meadows well 11	250	Diesel	500 gal	5.3	9.1	13.3	17.8	Utilities
Green Meadows well 2	500	Diesel	500 gal	10.7	18.3	26.6	35.6	Utilities
Green Meadows well 4	125	Diesel	366 gal	2.7	4.6	6.7	8.9	Utilities
Green Meadows well 5	125	Diesel	366 gal	2.7	4.6	6.7	8.9	Utilities
Green Meadows well 8	150	Diesel	366 gal	3.2	5.5	8.0	10.7	Utilities
Green Meadows well 9	150	Diesel	366 gal	3.2	5.5	8.0	10.7	Utilities
Green Meadows WTP	900	Diesel	6000 gal	19.2	32.9	47.9	64.1	Utilities
Green Meadows RO WTP	1500	Diesel	4600 gal	32.5	60.2	83.4	109.4	Utilities
Highpoint WWTP	35	Diesel	200 gal	0.7	1.3	1.9	2.5	Utilities
Jet Blue Sports Park	250	Diesel	549 gal	5.3	9.1	13.3	17.8	Parks & Rec

**B180281TJM Attachment B
Generator Fuel Delivery Locations**

generator Location	generator kw	Fuel Type	Fuel Capacity	25% load	50% load	75% load	100% load	Responsible Department
Justice Center Complex, Annex	750	Diesel	500 gal	16.0	27.4	39.9	53.4	Sheriffs Dept
Justice Center Complex, Jail	500	Diesel	12,000 gal	10.7	18.3	26.6	35.6	Sheriffs Dept
Justice Center Complex, 1	750	Diesel	12,000 gal	16.0	27.4	39.9	53.4	Sheriffs Dept
Justice Center Complex, 2 (CEP)	1500	Diesel	12,000 gal	32.0	54.8	79.8	106.8	Sheriffs Dept
Justice Center Complex, 3 (Tower)	1000	Diesel	12,000 gal	21.3	36.6	53.2	71.2	Sheriffs Dept
L\S 0033	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
L\S 0073	100	Diesel	145 gal	2.1	3.7	5.3	7.1	Utilities
L\S 2229	50	Diesel	145 gal	1.1	1.8	2.7	3.6	Utilities
L\S 2237	350	Diesel	600 gal	7.5	12.8	18.6	24.9	Utilities
L\S 2256	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
L\S 2263	300	Diesel	1,000 gal	6.4	11.0	16.0	21.4	Utilities
L\S 2271	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
L\S 2274	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
L\S 2293	35	Diesel	145 gal	0.7	1.3	1.9	2.5	Utilities
L\S 2298	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
L\S 2299	50	Diesel	150 gal	1.1	1.8	2.7	3.6	Utilities
L\S 3307	125	Diesel	366 gal	2.7	4.6	6.7	8.9	Utilities
L\S 3345	350	Diesel	600 gal	7.5	12.8	18.6	24.9	Utilities
L\S 3352	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
L\S 3359	125	Diesel	335 gl	2.7	4.6	6.7	8.9	Utilities
L\S 3363	100	Diesel	193 gal	2.1	3.7	5.3	7.1	Utilities
L\S 3364	100	Diesel	193 gal	2.1	3.7	5.3	7.1	Utilities
L\S 3368	100	Diesel	150 gal	2.1	3.7	5.3	7.1	Utilities
L\S 3378	50	Diesel	145 gal	1.1	1.8	2.7	3.6	Utilities
L\S 3393	125	Diesel	322 gal	2.7	4.6	6.7	8.9	Utilities
L\S 4441	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
L\S 4453	100	Diesel	250 gal	2.1	3.7	5.3	7.1	Utilities
L\S 4467	100	Diesel	530 gal	2.1	3.7	5.3	7.1	Utilities
L\S 4469	100	Diesel	250 gal	2.1	3.7	5.3	7.1	Utilities
L\S 4479	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
L\S 4480	150	Diesel	3, 000 gal	3.2	5.5	8.0	10.7	Utilities
L\S 4481	125	Diesel	2,000 gal	2.7	4.6	6.7	8.9	Utilities
L\S 4482	125	Diesel	2,000 gal	2.7	4.6	6.7	8.9	Utilities
L\S 4489	50	Diesel	145 gal	1.1	1.8	2.7	3.6	Utilities
L\S 5500	125	Diesel	322 gal	2.7	4.6	6.7	8.9	Utilities
L\S 5505	100	Diesel	194 gal	2.1	3.7	5.3	7.1	Utilities
L\S 6600	175	Diesel	1,000 gal	3.7	6.4	9.3	12.5	Utilities
L\S 6601	125	Diesel	366 gal	2.7	4.6	6.7	8.9	Utilities
L\S 6612	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
L\S 6613	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
L\S 6616	100	Diesel	193 gal	2.1	3.7	5.3	7.1	Utilities
L\S 6631	35	Diesel	145 gal	0.7	1.3	1.9	2.5	Utilities
L\S 7710	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
L\S 7716	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
L\S 7726	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
L\S 7729	60	Diesel	145	1.3	2.5	3.8	5	Utilities
L\S 7734	100	Diesel	196 gl	2.9	4.8	6.2	8	Utilities
L\S 7741	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities

**B180281TJM Attachment B
Generator Fuel Delivery Locations**

generator Location	generator kw	Fuel Type	Fuel Capacity	25% load	50% load	75% load	100% load	Responsible Department
L\S 7772	35	Diesel	145 gal	0.7	1.3	1.9	2.5	Utilities
L\S 7788	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
L\S 7823	80	Diesel	145	1.7	2.9	4.3	5.7	Utilities
L\S 7824	50	Diesel	145 gal	1.1	1.8	2.7	3.6	Utilities
L\S 7828	40	Diesel	145 gal	0.9	1.5	2.1	2.8	Utilities
L\S 7835	80	Diesel	194 gal	1.7	2.9	4.3	5.7	Utilities
L\S 7855	200	Diesel	400 gal	4.8	9.4	13.6	17.0	Utilities
L\S 7871	200	Diesel	400 gal	4.8	9.4	13.6	17.0	Utilities
L\S 7877	300	Diesel	1300 gal	10.0	16.0	21.5	27.3	Utilities
Lee Tran Administration & Operations	1750	Diesel	10,000 gal	40	69	94	121	Lee Tran
Leeway Service Center	100	Diesel	256 gal	2.9	4.8	6.2	8	DOT
Lehigh Depot	100	Diesel	150 gal	2.1	3.7	5.3	7.1	DOT
Lehigh Tower	85	Propane	1,000 gal	1.8	3.1	4.5	6.1	ECC
Mars	10	Propane	100 gal	0.2	0.4	0.5	0.7	Facilities
Mars, 500 KW (portable)	500	Diesel	500 gal	10.7	18.3	26.6	35.6	Facilities
Mars, 80 KW (portable)	80	Diesel	200 gal	1.7	2.9	4.3	5.7	Facilities
Matlacha Pass Bridge	180	Diesel	190 gal	4.2	8.4	12.2	15.1	DOT
Midpoint Bridge Toll Facility	200	Diesel	1,000 gal	4.3	7.3	10.6	14.2	DOT
Miners Corner Booster	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Utilities
Morgue 1	300	Diesel	2,500 gal	6.4	11.0	16.0	21.4	Morgue
Morgue 2	100	Diesel	2,500 gal	2.1	3.7	5.3	7.1	Morgue
North Ft Myers Community Center	400	Diesel	3000 gal	10	16	21.5	27.3	EOC
North Ft Myers Tower	80	Propane	1,000 gal	1.7	2.9	4.3	5.7	ECC
North R/O Plant 1	2250	Diesel	12,000 gal	48.0	82.3	119.7	160.2	Utilities
North R/O Plant 2	500	Diesel	4,500 gal	10.7	18.3	26.6	35.6	Utilities
North R/O well 10	200	Diesel	500 gal	4.3	7.3	10.6	14.2	Utilities
North R/O well 11	200	Diesel	498 gal	4.3	7.3	10.6	14.2	Utilities
North R/O well 12	200	Diesel	494 gals	4.3	7.3	10.6	14.2	Utilities
North R/O well 13	200	Diesel	494 gals	4.3	7.3	10.6	14.2	Utilities
North R/O well 14	200	Diesel	494 gals	4.3	7.3	10.6	14.2	Utilities
North R/O well 15	200	Diesel	494 gals	4.3	7.3	10.6	14.2	Utilities
North R/O well 16	200	Diesel	498 gal	4.3	7.3	10.6	14.2	Utilities
North R/O well 17	200	Diesel	498 gal	4.3	7.3	10.6	14.2	Utilities
North R/O well 18	200	Diesel	500 gal	4.3	7.3	10.6	14.2	Utilities
North R/O well 4	500	Diesel	3,000 gal	10.7	18.3	26.6	35.6	Utilities
North R/O well 9	200	Diesel	500 gal	4.3	7.3	10.6	14.2	Utilities
North Reservoir	250	Diesel	1,000 gal	5.9	11.5	15.9	19.2	Utilities
Olga WTP	600	Diesel	6,000 gal	12.8	21.9	31.9	42.7	Utilities
Ortiz Complex, Core 1, Generator 1	500	Diesel	2,000 gal	10.7	18.3	26.6	35.6	Sheriffs Dept
Ortiz Complex, Core 1, Generator 2	200	Diesel	366 gal	4.3	7.3	10.6	14.2	Sheriffs Dept
Ortiz Complex, Core 2	2000	Diesel	7,000 gal	42.7	73.1	106.4	142.4	Sheriffs Dept
Ortiz Complex, CPU	40	Diesel	200 gal	0.9	1.5	2.1	2.8	Sheriffs Dept
Ortiz Complex, Maintenance Shop	25	nat'l gas	N/A	0.5	0.9	1.3	1.8	Sheriffs Dept
Ortiz Complex, Visitors Center	180	Diesel	1,000 gal	3.8	6.6	9.6	12.8	Sheriffs Dept
Ortiz Tower	65	Propane	500 gal	1.4	2.4	3.5	4.6	ECC
Pine Island Tower	50	Diesel	150 gal	1.1	1.8	2.7	3.6	ECC
Pine Island WWTP	500	Diesel	2,175 gal	10.7	18.3	26.6	35.6	Utilities
Pinewoods R/O Plant	1500	Diesel	7,200 gal	32.0	54.8	79.8	106.8	Utilities

**B180281TJM Attachment B
Generator Fuel Delivery Locations**

generator Location	generator kw	Fuel Type	Fuel Capacity	25% load	50% load	75% load	100% load	Responsible Department
Pinewoods well 2	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
Pinewoods well 3	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
Pinewoods well 4	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
Pinewoods well 5	80	Diesel	145 gal	1.7	2.9	4.3	5.7	Utilities
Pinewoods well 6	400	Diesel	1,400 gal	10	16	21.5	27.3	Utilities
Public Safety 1	750	Diesel	10,000 gal	14.8	27.1	39.8	52.7	Public Safety
Public Safety 2	750	Diesel	10,000 gal	14.8	27.1	39.8	52.7	Public Safety
Public Safety, Medstar	230	Diesel	1,475 gl	4.9	8.4	12.2	16.4	Public Safety
Public Works	230	Diesel	300 gal	4.9	8.4	12.2	16.4	Facilities
Sanibel Bridge Toll Facility	125	Diesel	1,000 gal	2.7	4.6	6.7	8.9	DOT
Sanibel Tower	50	Diesel	150 gal	1.1	1.8	2.7	3.6	ECC
Sheriff Forensic Center	125	Diesel	750 gal	2.7	4.6	6.7	8.9	Sheriffs Dept
Sheriff Gun Range	500	Diesel	2,000 gal	10.7	18.3	26.6	35.6	Sheriffs Dept
Sheriff Hanger	60	Propane	1,000 gal	1.3	2.2	3.2	4.3	Sheriffs Dept
Sheriff Sub Station East 1	135	Propane	1,000 gal	2.9	4.9	7.2	9.6	Sheriffs Dept
Sheriff Sub Station East 2	100	Propane	1,000 gal	2.1	3.7	5.3	7.1	Sheriffs Dept
Sheriff Sub Station North	75	Propane	2,000 gal	1.6	2.7	4.0	5.3	Sheriffs Dept
Sheriff Sub Station South	15	Propane	1,000 gal	0.3	0.5	0.8	1.1	Sheriffs Dept
Sheriff Sub Station West	200	Diesel	1,120 gal	4.8	9.4	13.6	17	Sheriffs Dept
Sheriff vehicle maint 1	100	Diesel	200 gal	2.9	4.8	6.2	8	Sheriffs Dept
Sheriff vehicle maint 2	25	Diesel	100 gal	0.9	1.28	1.72	2.33	Sheriffs Dept
Solid Waste	180	Diesel	249 Gal	4.2	8.4	12.2	15.1	Solid Waste
Solid Waste Portable, 47KW 101407	47	Diesel	103 Gal	1.1	2.2	3.2	4.3	Solid Waste
Solid Waste Portable, 47KW 102261	47	Diesel	103	1.1	2.2	3.2	4.3	Solid Waste
Solid Waste Portable, 80KW 102416	80	Diesel		2.5	3.9	5.4	6.6	Solid Waste
Solid Waste Portable. 47KW 102260	47	Diesel	103 Gal	1.1	2.2	3.2	4.3	Solid Waste
South Reservoir	125	Diesel	1,000 gal	2.9	5.8	8.7	11.4	Utilities
Sports Complex 1	80	Diesel	145 gal	2.5	3.9	5.4	6.6	Parks & Rec
Sports Complex 2	450	Diesel	600 gal	10.8	17.4	23.4	30.1	Parks & Rec
Tax Collector West	230	Diesel	1,475 gal	4.9	8.4	12.2	16.4	Public Safety
Three Oaks WWTP	1000	Diesel	3,500 gal	21.3	36.6	53.2	71.2	Utilities
US 41 Reservoir	125	Diesel	308 gal	2.7	4.6	6.7	8.9	Utilities
Utilities Portable (88325)	1500	Diesel	1,300 gal	32.0	54.8	79.8	106.8	Utilities
Utilities, Portable 45470 (500 KW)	500	Diesel	500 gal	10.7	18.3	26.6	35.6	Utilities
Water Way Estates Booster	150	Diesel	2,000 gal	3.5	7.3	10.7	13.8	Utilities

SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

1.0 FEDERAL FUNDING:

When property or services are procured using funds derived from a Federal grant or agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

Contract Cost and Price: For every procurement in excess of \$100,000, including contract modifications or change orders greater than \$100,000, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

2.0 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.0 MAINTENANCE OF RECORDS:

- a. The Contractor will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
- b. Contractor shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- e. Contractor shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- f. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Contractor and at the expense of the County.

4.0 PURPOSE:

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, is subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed below.

5.0 SUBCONTRACTS

The selected firm must require compliance with all federal requirements listed below of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

6.0 CONFLICT OF INTEREST:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

7.0 APPLICABLE FEDERAL REQUIREMENTS – 2 C.F.R Part 200, APPENDIX II:

Remedies. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the County and the Contractor arising out of or relating to the Service Provider Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

8.0 CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

The successful firm awarded a contract in excess of \$100,000 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9.0 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708).:

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10.0 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the awarded contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11.0 BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

12.0 RECOVERED MATERIALS

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

13.0 DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

14.0 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used only to fund the services provided under this solicitation. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Solicitation.

16.0 FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this solicitation.

17.0 OTHER REMEDIES AND RIGHTS:

Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Contractor.

18.0 EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.

Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal.

Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Vendors are also required to provide the Lee County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.**

If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.

Subcontractor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

19.0 TERMINATION FOR CAUSE AND/OR CONVENIENCE:

The County, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the Contractor.

20.0 ENERGY POLICY AND CONSERVATION ACT

Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

21.0 REMEDIES

In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

- Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

22.0 SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (4) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (5) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the five previous affirmative steps.

23.0 COPELAND "ANTI-KICKBACK" ACT:

22.403–2 Copeland Act - The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

The Contractor shall comply with the requirements of: 29 CFR Part 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

24.0 REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS

In general, the Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

25.0 All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

End of Supplemental Conditions

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms. Bidders/Proposers should utilize the Lee County Document Management Form for a complete list of all forms required for project submission.

<u>Form #</u>	<u>Title/Description</u>
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1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.
Verify that all Addenda and tax identification number have been provided.

1a	<i>Bid/Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.

*	<i>Business Relationship Disclosure Requirement</i>
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Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3**Reference Survey**

Provide this form to reference respondents. For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be provided upon request.
6. Failure to obtain reference surveys may make your company non-responsive.

4**Negligence or Breach of Contract Disclosure Form**

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter "**None**" in the first "**type of incident**" block of the form. Please do not write N/A on this form.

5**ADDITIONAL INFORMATION DOCUMENTS**

The following items should be submitted on your letterhead, under separate cover, along with the signed bid:

1. Details of on-going quality assurance program, including driver training program.
2. Spill prevention plan.
3. Emergency plan.
4. Safeguards for cross-fueling prevention.

6**Sub-Contractor List**

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7**Public Entity Crime Form**

Any person or affiliate, as defined by statute, 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 the County; may not submit a Bid on a contract with the County for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the County; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8 ***No Lobbying Certification***

Self-explanatory.

9 ***Immigration Law/E-Verify***

Self-explanatory.

10 ***Signatory Authorization Affidavit***

Providing Authorization to individuals to execute legal documents on behalf of the Bidder/Proposer.

***** ***Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

***** ***Include any licenses or certifications requested***

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

***** ***Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

Form 1 – Solicitation Response Form

V09/12/2016


LEE COUNTY
 SOUTHWEST FLORIDA

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____

Deadline Date: 7/16/2018SOLICITATION IDENTIFICATION: **B180281TJM**SOLICITATION NAME: **FUEL ANNUAL PURCHASE**

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL**ADDRESS MUST MATCH SUNBIZ.ORG**

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. (a sample is attached for your reference)

1 Collusion Statement: Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification:

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

- 4** Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

<input type="checkbox"/>	<input type="checkbox"/>
Yes	No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Authorized Representative’s Signature

(Affix Corporate Seal, as applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FB/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999

Changed 02/11/2012

**Verify either Principal or Mailing
 address is on Form 1**

Mailing Address

555 N Main Street
 MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA 99999

Title V

President, Second
 555 AVENUE
 Anytown, USA 99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Form 1a – Bid/Proposal Form

Lee County Procurement Management
CATEGORY A-BID/PROPOSAL FORM

Company Name: _____

Solicitation # B180281TJM **Solicitation Name** FUEL ANNUAL PURCHASE

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.

If bidder is providing a bid for Category A, please include this page with your submission package. All items within a category being bid must be bid.

CATEGORY A- FUEL BY TRANSPORT DELIVERY.

Please specify the minimum size of a Transport Load: _____ **Gallons**

Item #	Description	Unit of Measure	Column A	Column B	Column C
			Base Price Per Gallon	Vendor Flat Rate Markup Per Gallon (Excluding Tax)	Total Cost Per Gallon (Add Column A + B)
Unleaded Gasoline-E10-Delivered via Transport					
1	Unleaded 87 Octane	Per Gallon	\$	\$	\$
Diesel Fuel-Delivered via Transport					
2	#2 Ultra Low Diesel Clear	Per Gallon	\$	\$	\$
3	#2 Ultra Low Sulfur Diesel Dyed	Per Gallon	\$	\$	\$
Category A Total (Items 1-3)					

Amount Written _____

”The “Base” price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the “Oil Price Information Service” (“OPIS”) on the opening date of this Bid (stated on the cover sheet of this bid package) at 10:00 a.m.

Form 1a – Bid/Proposal Form

Lee County Procurement Management
CATEGORY B-BID/PROPOSAL FORM

Company Name: _____

Solicitation # B180281TJM **Solicitation Name** FUEL ANNUAL PURCHASE

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

If bidder is providing a bid for Category B, please include this page with your submission package. All items within a category being bid must be bid.

CATEGORY B-FUEL BY TANK WAGON DELIVERY.

Please specify the maximum size of a tank wagon load: _____ **Gallons**

Item #	Description	Unit of Measure	Column A	Column B	Column C
			Base Price Per Gallon	Vendor Flat Rate Markup Per Gallon (Excluding Tax)	Total Cost Per Gallon (Add Column A + B)
Unleaded Gasoline-E10-Delivered via Tank Wagon					
1	Unleaded 87 Octane	Per Gallon	\$	\$	\$
Diesel Fuel-Delivered via Tank Wagon					
2	#2 Ultra Low Diesel Clear	Per Gallon	\$	\$	\$
3	#2 Ultra Low Sulfur Diesel Dyed	Per Gallon	\$	\$	\$
Category B Total (Items 1-3)					

”The “Base” price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the “Oil Price Information Service” (“OPIS”) on the opening date of this Bid (stated on the cover sheet of this bid package) at 10:00 a.m.

ADDITIONAL INFORMATION

THE FUEL WILL BE DELIVERED WITHIN _____ CALENDAR DAYS AFTER ORDER IS PLACED BY DEPARTMENT.

Number of tank wagons owned: _____

Total fuel capacity of all owned tank wagon trucks in gallons: _____

Capacity in gallons of fixed fuel storage tanks: _____

Is your supply point equipped with an emergency generator? _____

Form 1a – Bid/Proposal Form

Lee County Procurement Management

CATEGORY C: OPTIONAL ITEMS-BID/PROPOSAL FORM

Company Name: _____

Solicitation # B180281TJM **Solicitation Name** FUEL ANNUAL PURCHASE

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.

This is a Required Form. Please include this page with your submission package.					
CATEGORY C: OPTIONAL ITEMS					
All Optional Items must be bid but may be awarded at the County’s discretion.					
<i>Item #</i>	<i>Description</i>				
Subscription					
1	OPIS-Annual Subscription	Each	\$		
			Column A	Column B	Column C
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Base Price Per Gallon</i>	<i>Vendor Flat Rate Markup Per Gallon (Excluding Tax)</i>	<i>Total Cost Per Gallon (Add Column A + B)</i>
Fuel for Pickup by County in mobile fuel truck/trailer as needed by County					
Unleaded Gasoline-E10					
2	Unleaded 87 Octane	Per Gallon	\$	\$	\$
Diesel Fuel					
3	#2 Ultra Low Diesel Clear	Per Gallon	\$	\$	\$
4	#2 Ultra Low Sulfur Diesel Dyed	Per Gallon	\$	\$	\$
CATEGORY C TOTAL (LINES 1-4)					\$

”The “Base” price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the “Oil Price Information Service” (“OPIS”) on the opening date of this Bid (stated on the cover sheet of this bid package) at 10:00 a.m.

Form 2 – Affidavit Certification of Immigration Laws

LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B180281TJM** SOLICITATION NAME: **FUEL ANNUAL PURCHASE**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B180281TJM

FUEL ANNUAL PURCHASE

Section 1		Reference Respondent Information		Please return completed form to:			
FROM:						Bidder/Proposer:	
COMPANY:						Due Date:	
PHONE #:						Total # Pages: 1	
FAX #:						Phone #: Fax #:	
EMAIL:				Bidder/Proposer E-Mail:			
Section 2		Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)					
Bidder/Proposer Name:							
Reference Project Name:		Project Address:		Project Cost:			
Summarize Scope:							
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.							
Section 3				Indicate: "Yes" or "No"			
1. Did this company have the proper resources and personnel by which to get the job done?							
2. Were any problems encountered with the company's work performance?							
3. Were any change orders or contract amendments issued, other than owner initiated?							
4. Was the job completed on time?							
5. Was the job completed within budget?							
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)							
7. If the opportunity were to present itself, would you rehire this company?							
8. Please provide any additional comments pertinent to this company and the work performed for you:							
Section 4							

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

5-ADDITIONAL INFORMATION-ATTACHMENTS

PLEASE ATTACH ITEMS 1-4 SEPARATELY

1. Details of on-going quality assurance program, including driver training program-please attach.
2. Spill prevention plan- please attach.
3. Emergency plan-please attach.
4. Safeguards for cross-fueling prevention-please attach.

Form 6-Sub-contractor List

LEE COUNTY
S O U T H W E S T F L O R I D A

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Public Entity Crime Form

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2____.

(NOTARY PUBLIC)

My Commission Expires: _____

Form 8- No Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name & Title of Contractors Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> * Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Form 9-Immigration Law/E-Verify

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Solicitation Name: FUEL ANNUAL PURCHASE

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Bid”.

SEALED BID DOCUMENTS • DO NOT OPEN	
BID No.:	B180281TJM
BID TITLE:	FUEL ANNUAL PURCHASE
DATE DUE:	Monday, July 16, 2018
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	 <div>(Name of Company)</div>
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY