

August 9, 2018

SUBJECT: Request For Bids

Dear:

Enclosed is a copy of a Request for Bid and detailed specifications for the purchase of Fuel Services for the Alachua County Sheriff's Office for the period October 1, 2018 through September 30, 2021.

Any questions pertaining to this request shall be directed to Accounting and Budget Bureau, (352) 367-4049 prior to the set bid opening date and time.

We look forward to receiving your bid response on or before **August 30, 2018 at 2:00 p.m., local time.**

Sincerely,

By: _____
Colonel David Huckstep
Chief Deputy

DBH/tyc

Enclosures

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REQUEST FOR BIDS

Notice is hereby given that the Alachua County Sheriff's Office is requesting bids for the purpose of obtaining fixed pricing for Fuel Services for Sheriff's Office vehicles effective 12:01 am on October 1, 2018. The initial term shall be thirty six (36) months.

Detailed specifications may be obtained by contacting the Alachua County Sheriff's Office, Accounting and Budget Bureau at (352) 367-4049, or may be printed from the web site at www.alachuasheriff.org.

All bids submitted must be in writing on the prescribed sheets and delivered to the Alachua County Sheriff's Office, Attention: Accounting and Budget Bureau, 2621 S.E. Hawthorne Road, Gainesville, Florida 32641 or mailed to the Alachua County Sheriff's Office, Attention: Accounting and Budget Bureau, P.O. Box 5489, Gainesville, Florida 32627.

It shall be the bidder's responsibility to ensure delivery of the bid to the Accounting and Budget Bureau on or before **August 30, 2018 at 2:00 p.m., local time.** Only bids received by this time and date will be considered. All proposals must be enclosed within a sealed envelope and clearly marked on the face of that envelope **"Fuel Services Bid - #B-18-2"**.

The Alachua County Sheriff's Office reserves the right to accept or reject any and all bids in whole or in part and to waive informalities. **The bid may be awarded to multiple vendors.**

By: _____
Colonel David Huckstep
Chief Deputy

Publish Gainesville Sun: August 9, 2018
August 16, 2018

SCOPE OF SERVICES

It is the intent of the Alachua County Sheriff's Office to obtain fixed pricing for fuel services effective 12:01 am on October 1, 2018. The initial term shall be thirty six (36) months.

In determining the successful bidder(s), consideration will be given to price, responsiveness to these specifications, the purchaser's past experience and suitability of the services being offered.

The Sheriff reserves the right to accept any bid or to reject any or all bids in whole or in part or to award the bid for fleet fuel services on such a basis as the Sheriff deems to be in her best interest. **The bid may be awarded to multiple vendors.**

THE ALACHUA COUNTY SHERIFF'S OFFICE LOCATION OF 2621 SE HAWTHORNE ROAD, GAINESVILLE, FLORIDA 32641 IS NOT A GUARANTEED NEXT DAY DELIVERY ADDRESS OF 2:00P.M. BY UPS OR FEDERAL EXPRESS. NEXT DAY AIR DELIVERIES TYPICALLY ARE DELIVERED TO THE ABOVE ADDRESS AFTER 2:00PM.

SUBMIT BIDS TO:
 ALACHUA COUNTY SHERIFF'S OFFICE
 2621 SE HAWTHORNE ROAD
 GAINESVILLE, FLORIDA 32641

ALACHUA COUNTY SHERIFF'S OFFICE
 ALACHUA COUNTY, FLORIDA
INVITATION TO BID
 REGULAR AND TERM CONTRACTS
 Bidder Acknowledgment

BIDS WILL BE RECEIVED: August 30, 2018		NO LATER THAN 2:00 P.M.
BIDS WILL BE OPENED: August 30, 2018 @ 2:00 P.M.		
BID TITLE: Fuel Services #B-18-2		
AGENCY MAILING DATE: August 9, 2018		
VENDOR NAME:		REASON FOR NO BID:
VENDOR MAILING ADDRESS:		
CITY-STATE-ZIP		
AREA CODE	TELEPHONE NUMBER:	
	TOLL FREE NUMBER:	
DEFINITION OF TERMS		
<p>Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:</p> <p>SHERIFF: The Sheriff of Alachua County, Florida or her duly authorized representative.</p> <p>BIDDER: Any person, firm, or corporation submitting a proposal for the service contemplated, or a duly authorized representative.</p> <p>CONTRACTOR: The person, firm, or corporation, with whom the Sheriff has executed a contract for the performance of the service, or a duly authorized representative.</p> <p>SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made setting out</p>		<p>or relating to the method and manner of performing requested service. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the county of Alachua are hereby adopted and made part of these specifications.</p> <p>CONTRACT: The proposal submitted by a bidder which is accepted by the Sheriff along with all documents identified as constituting the entire bid package.</p> <p>PROPOSAL: The offer of the bidder, submitted on the prescribed sheets, setting forth the prices and scope of service to be performed.</p> <p>RESPONSIBLE AGENT: The duly authorized representatives of the Sheriff and the Contractor during the contract period.</p>

GENERAL TERMS AND PROVISIONS

1. **BIDS:**

- 1.1 The herein included Invitation To Bid, Scope of Services, Instructions to Bidder, the Specifications, the Bid Sheet, the Questionnaire, the Terms and Provisions, the Affidavit of Interest, together with all attached documents therein identified, constitute the entire bid package. Specifications and supplemental documents are essential parts of the contract, and requirements occurring in one are as binding as though occurring in all.
- 1.2 Bid proposals may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate or incomplete proposals or irregularities of any kind.
- 1.3 All bids must include a manual signature of the authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by the bidder to the bid price must be initialed.
- 1.4 Any deviations from the bid specifications shall be duly noted on the applicable page and initialed in ink. Items will be assumed to be in strict accordance unless such notations are made.
- 1.5 Any questions pertaining to the conditions and specifications or any portion of this request, shall be directed to the Accounting and Budget Bureau prior to the set bid opening date and time. No interpretation shall be considered binding unless provided in writing by the Sheriff. Any and all such interpretations and any supplemental instructions will be in the form of written addendum, which, if issued, will be sent to all prospective bidders. All addenda so issued shall become part of the Bid Documents.
- 1.6 Any bidder may withdraw the proposal by facsimile or written request at any time prior to the scheduled closing time for receipt of proposals.
- 1.7 All bid proposals must be quoted on the bid sheet provided. No other bid proposals will be accepted. All copies must be marked plainly by the bidder, who will be responsible for its accuracy. All blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the proposal sheet should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the proposal. No proposal containing correction by erasure will be accepted.
- 1.8 The Sheriff reserves the right to accept or reject any or all proposals and to waive any informalities where applicable.
- 1.9 Where applicable, manufacturers' names and model numbers are herein used solely for the purpose of establishing a standard of design and use intended. Products of other manufacturers will be considered if they meet or exceed such standards, unless marked "NO SUBSTITUTION".....
- 1.10 All items of labor and material, whether stated or implied, shall be included to make unit completely operational and ready for use intended.

2. **QUALIFICATIONS OF BIDDERS:**

- 2.1 Bids will be considered only from firms normally engaged in providing and performing the services requested. Bidders must have adequate organization, facilities, equipment and personnel to insure prompt and efficient service to the Sheriff, and shall have all necessary licenses and permits required by law to fulfill the requirements of this proposal.
- 2.2 The Sheriff reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions prior to making an award.
- 2.3 The Sheriff will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicate inability of the bidder to perform.

3. **PERSONAL INVESTIGATION:**

- 3.1 Before submitting a proposal, it shall be the bidder's responsibility to be familiar with the nature and extent of the services described herein and any local conditions that may in any way affect the cost thereof. Bidder shall also examine thoroughly specifications and other related documents to inform him/herself regarding any and all conditions and requirements that may in any manner affect the service to be performed under this proposal. Submission of the proposal by a bidder shall be conclusive evidence the bidder has complied with the requirements of 3.1 herein.

4. **COMPLIANCE:**

- 4.1 Contractor shall comply with all laws, ordinances and regulations applicable to the sale and delivery of the goods and/or services called for in this proposal. The bidder is presumed to be familiar with all Federal, State and local laws, ordinances, code rules and regulations that in any way affect the production, sale and delivery of the goods or the furnishing of any labor or services called for by this request. Ignorance on the part of the bidder will in no way relieve the bidder from responsibility.

5. **INDEMNIFICATION:**

- 5.1 The bidder, without exception, shall indemnify, defend and hold harmless the Alachua County Sheriff and her employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of this request.
- 5.2 The bidder guarantees and agrees to indemnify, defend and hold harmless the Alachua County Sheriff for any and all loss, liability damages, demands, claims or costs arising out of defective material and products, faulty work performance, negligent or unlawful acts and non-compliance with any local, state or federal codes, ordinances, order or statutes, including the Occupational Safety and Health Act.

- 5.3 The bidder agrees to defend, indemnify, save harmless and to exempt the Sheriff, her officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from injury, real or imagined, to any person or property damage arising out of the services to be performed under this contract.
- 5.4 At no time will an employee of the Contractor be employed by the Sheriff in obtaining bids and in awarding the contract.
6. DISPUTES:
- 6.1 It is understood by the parties that the formation of this contract and venue for any disputes concerning this transaction lies and shall be in Alachua County, Florida.
7. AWARD OF CONTRACT
- 7.1 The bidder by submission of a bid will be deemed to have waived any and all objections to the process employed by the Sheriff in obtaining bids and in awarding the contract; and any right of actions against the Sheriff arising out of said process, ordinances, order or statutes, including the Occupational Safety and Health Act.
- 7.2 Award of this contract as a result of this solicitation shall be deemed effective only to the extent of appropriations available to the Sheriff at any time during the contract period.
- 7.3 The Sheriff reserves the right to award the bid to more than one bidder, as determined to be in the best interest of the Sheriff.
8. DELIVERY AND SERVICE:
- 8.1 Any delay of delivery or rendition of services, which deviates from the bid specifications, unless authorized by the Sheriff in writing, may result in the cancellation of the order. The Sheriff may procure similar services from any outside source by purchase order or other means and the Contractor will be liable for any excess costs in the event of such cancellations.
- 8.2 Due to the nature of the business conducted by the Alachua County Sheriff's Office, no interruption of the sale of fuel will be permitted without twenty four hour prior notification. Such notification must be made during normal business hours and the reason for the interruption shall be advised. Notification must also be provided as to when services will resume.
- PRICES:
- 9.1 The bidder represents that the prices charged for the services is the lowest price charged by the bidder to buyers of a class similar to the Alachua County Sheriff's Office under conditions similar to those specified in this request.
- 9.2 The Alachua County Sheriff's Office is a tax-exempt organization, #85-8013868101C-9.
- 9.3. Prices bid shall be total cost and shall include all services to be rendered. All prices quoted shall be firm and binding for a minimum period of ninety (90) days after the bid opening for all responding bidders.
- 9.4 Prices shall include all packing, handling, preparation, shipping and delivery charges.
- 9.5 All prices shall be F.O.B. Alachua County Sheriff's Office, Gainesville, Florida.
- 9.6 Where applicable, any item included as standard equipment by the manufacturer shall be identified and included on the units being bid.
- 9.7 Where applicable, all items shall be new. In no case will used, reconditioned or obsolete parts/units be acceptable
10. MODIFICATIONS:
- 10.1 If any provision of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- 10.2 All specifications are to be considered minimum requirements.
- 10.3 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 10.4 The failure of the Sheriff at any time to require performance by the vendor for any provisions hereof shall in no way affect the right of the Sheriff thereafter to enforce same. Nor shall waiver by the Sheriff of any breach of any provisions hereof taken or held to be a waiver of any succeeding breach of such provisions or be a waiver of any provision itself.
11. RESPONSIBLE AGENT:
- 11.1 The contractor shall designate a responsible agent and alternate for all dealings, communications, notices or contracts between the Sheriff and the contractor. Any notice or communication to or from the responsible agent shall be deemed to be communication to or from the contractor.
12. ASSIGNMENT AND SUBLETTING:
- 12.1 No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the contractor without express written consent of the Sheriff. In the event of any assignment, the assignee shall assume the liability of the contractor; however, the Sheriff reserves the right to hold the contractor liable in the event of a breach of the terms of this contract by the contractor or its assignee. In the event the contractor assigns the agreement and the Sheriff accepts the assignee, the assignee will be subject to all terms and conditions of this agreement notice in writing.

13. BOOKS AND RECORDS:
- 13.1 The contractor shall keep records of services performed and the costs therefore and the Sheriff shall have the right to review these records upon request.
14. COMPLIANCE:
- 14.1 Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense.
15. TERM OF CONTRACT, RENEWAL, TERMINATION
- 15.1 The award of the contract shall be for a thirty-six (36) month period beginning on October 1, 2018 and expiring on September 30, 2021, with renewal options for two (2) additional one (1) year periods upon mutual agreement from both contracting parties.
- 15.2 Within ninety (90) days prior to the anniversary date of the contract, the contractor shall notify the Sheriff in writing of the intent to honor a renewal option.
- 15.3 If the Sheriff in her sole discretion determines that work authorized hereunder is not properly performed, the agreement for said services may be terminated immediately. This shall not be deemed to restrict any other remedies available to the Sheriff in the event of non-performance on the part of the contractor.
16. ADVERTISING:
- 16.1 In submitting a proposal, the bidder agrees not to use the results there from as a part of any commercial advertising.
17. INSURANCE:
- 17.1 The contractor shall provide and maintain during the contract period, liability and property damage insurance to protect himself, his agents, and his employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under the agreement whether operations be performed by himself or his employees. The policy or policies shall name the Sheriff as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Sheriff thirty (30) days' notice in writing.

MINIMUM SPECIFICATIONS FOR FUEL SERVICES BID NUMBER B-18-2

All fuel provided will meet or exceed Federal requirements.

Contractor will provide a computerized tracking system accessed through the use of cards, keys or some other user specific access means or code.

Within three (3) to five (5) working days (must be no later than the eighth of the month) at the close of the billing cycle, a monthly report will be provided to the Sheriff on consumption and will be user specific, detailing by access code, deputy name or vehicle number. Either a CD or DVD will be provided in ASCII format, or data will be sent via E-Mail of the consumption records and will contain the same info as the monthly report. An interactive website with the capabilities of accessing information on an as needed basis is preferred for use by Alachua County Sheriff's Office Fleet personnel. The website should allow for the download of information in Excel compatible format which will list transaction date, vehicle number, employee identification number and card number. The information made available should include date of transaction, employee, product, price per gallon and number of gallons pumped and location. In addition to the downloading of information the website should allow the Alachua County Sheriff's Office to activate and deactivate cards and change pin numbers on an as needed basis. Acceptable website as outlined above will eliminate the need for diskette or E-mail consumption records. The Sheriff's Office will be given an opportunity to view and use the website prior to the award of the bid.

Service will be provided on a 24-hour, seven day a week basis.

Vendors must have multiple pumping locations throughout Alachua County. All locations will be tied to the centralized computer system.

Service area will be shielded from inclement weather.

Manual systems will be immediately available to service Sheriff's vehicles in the event of power failure at the automated pumps. (An explanation of how your manual system functions must be provided to us in advance.) In case of an emergency, not limited to inclement weather, pump sites need to be restricted for Law Enforcement use only. Please provide list of restricted fuel sites designated for Law Enforcement use only.

All pumping locations will provide water and air service.

All locations will provide regular unleaded (min. octane rating of 87), unleaded plus (min. octane rating of 89), super unleaded (min. octane rating of 93) and diesel fuel.

Fuel will be provided based on cost per gallon above the "laid in" cost (Laid-In cost will be considered to be rack charge including applicable taxes plus transportation) or price at pump minus discount or other acceptable method.

Invoices and reports will be provided to the Sheriff on a monthly basis documenting the rack prices, dates of purchase and transportation costs.

Bidder will supply a sample printout of the information that will be provided to track individual fuel consumption along with the bid response.

Partnership

Affiant further says that the Joint Venture only: following is a complete and accurate list of the names and addresses of the members of said partnership or joint venture:

Name Address

Affiant further says that said partnership or joint venture is represented by the following resident agents in the City and County of _____:

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers and directors of said corporation:

Directors:

President	_____	_____
Vice President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Local Manager or Agent	_____	_____

and that the following officers are duly authorized to execute agreements of this nature on behalf of said corporation:

Affiant further says that the Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation, that such proposal is genuine and not collusive or sham, that said contractor has not put in a sham bid, and has not directly, induced or solicited any other contractor to put in a sham bid, and has not directly or indirectly, colluded, conspired, connived or agreed with any contractor of anyone else to put in a sham bid, or that anyone shall refrain from submitting a proposal, that said contractor has not in any manner, directly or indirectly, sought an agreement, communication or conference with anyone to fix the proposal price of said contractor or of any other contractor, or to fix any overhead, profit, or cost element of such proposal price or that of any

other contractor, or to secure any advantage against the Alachua County Sheriff's Office or anyone interested in the proposed contract that all statements contained in such proposal are true, that said contractor has not directly or indirectly, submitted his proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto to any other person, firm or corporation.

Affiant further says that it has not in the past and will not in the future pay or agree to pay, directly, or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure for itself the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent therefor or to any individual, except bona fide employees of contractor or bona fide established commercial business or professional agents hired by the contractor for the purpose of securing advice and information about making its proposal.

Further Affiant saith naught

SIGNED: By _____

Title _____

STATE OF FLORIDA
COUNTY OF ALACHUA

Sworn to before me and subscribed in my presence this ____ day of _____, 2018, A.D. by _____
who is personally known to me or who has produced _____
as identification.

Notary Public

QUESTIONNAIRE

1. How many years has your company successfully operated the type of service requested?

2. Will you subcontract any part of this work? If so, give details:

3. List the addresses of all pumping locations that will be included in providing the services requested. This list should also include designated sites, during emergencies, for Law Enforcement use only. (Use additional sheets if necessary).

4. What is your lead time to start up this program and provide all users with fuel cards:

5. Have you or your company ever had a governmental contract terminated or canceled prior to the expiration of such contract? If so, give details:

6. Do you currently provide a similar service for any other governmental agency? If so, give agency name and contact person for that agency:

7. Give the name of your responsible agent and a telephone number where that person can be reached during business hours:

8. Give the name and telephone number of an emergency contact person:

9. Give the name and telephone number of person (s) available 24/7, during emergencies, with decision making capabilities/authority.

10. Please provide the "laid in" costs from your last purchase of:

Regular Unleaded (Min. octane rating of 87) _____

Unleaded Plus (Min. Octane rating of 89) _____

Super Unleaded (Min. octane rating of 93) _____

Diesel _____

11. Please provide an explanation of how your manual system functions.

12. Is your company able to enter odometer reading first before personal ID at the pump?

13. List all triggers/notifications built into your programs for potential employee theft, questionable purchases/transactions and possible skimmer fraud.

14. Does your company provide discounted service on a State or National level? _____

15. If the answer to above is yes, please advise what the discount is: _____

16. Will you provide our staff access to computer files so they may add, delete or modify user pin number? _____

USE ADDITIONAL SHEETS, IF NECESSARY, TO ANSWER ANY OF THE ABOVE QUESTIONS.

Company Name

BID SHEET

The undersigned, as contractor, hereby certifies that he/she has read and understands pages 1-15 of the Request for Bid for Fuel Services for the Alachua County Sheriff's Office for the period October 1, 2018 through September 30, 2021 and therefore submits the following bid:

1. REGULAR UNLEADED (MIN. OCTANE RATING OF 87)

A charge over cost _____ per gallon or A charge minus retail _____ per gallon

Other option: _____

2. UNLEADED PLUS (Min. octane rating of 89)

A charge over cost _____ per gallon or A charge minus retail _____ per gallon

Other option: _____

3. SUPER UNLEADED (Min. octane rating of 93)

A charge over cost _____ per gallon or A charge minus retail _____ per gallon

Other option: _____

4. DIESEL

A charge over cost _____ per gallon or A charge minus retail _____ per gallon

Other option: _____

5. Cost per card, key or other user specific access for start-up service.
\$ _____ each employee

6. Replacement or new employee cost per card, key or other user specific access:
\$ _____ each

7. Cost per CD or DVD: \$ _____ each

THE ALACHUA COUNTY SHERIFF'S OFFICE WILL NOT BE BOUND BY ANY EXACT QUANTITIES.

ADDITIONAL COST OR SERVICE

INFORMATION: _____

Company Name

Phone Number

Address

City State Zip

Authorized Signature

Printed Name

Title