

**SUBJECT TO  
LOCAL VENDOR PREFERENCE**

# **INVITATION TO BID**

BOARD OF COUNTY COMMISSIONERS,  
WALTON COUNTY, FLORIDA

## **GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID BID NO.: 020-017**

Sealed bids for the Gasoline and Diesel Fuel Supply Services Rebid will be received by the Board of County Commissioners, Walton County, Florida, hereinafter referred to as "County" at:

Central Purchasing  
176 Montgomery Circle  
DeFuniak Springs, Florida 32435

Until **3:00 P.M. LOCAL TIME on April 1, 2020**, for furnishing labor and materials and performing all work set forth in the Invitation to Bid, Instruction to Bidders, Bid Form, and Contract Documents. Additional information concerning this project can be found in the Q&A from the previously advertised ITB 020-009, which can be downloaded here

(<https://waltoncountyclerk.sharefile.com/d-sa4d164812354cb48>).

**IMMEDIATELY FOLLOWING** the scheduled closing time for the reception of bids, all bid proposals which have been submitted in accordance with the conditions of the Invitation to Bid, Instructions to Bidders and any Addenda issued in relation to this Project will be publicly opened and read aloud.

**Bidder is responsible for the delivery of its bid.  
Bids received after the specified day and time will not be opened.**

**The Purchasing Department is closed all Fridays.**

The services to be bid upon are described as follows:

Walton County desires to enter into a nonexclusive agreement with a qualified vendor who can supply unleaded gasoline and diesel fuel in bulk quantities. Fuel shall be delivered in tank wagon or bulk transport delivery to the various fuel tanks located throughout the County.

Average monthly usage for 2019 is approximately 30,000 gallons of diesel fuel

and 18,000 gallons of unleaded fuel. These usage figures are guidelines only; the County makes no guarantees regarding future usage quantities.

**AWARD OF THE CONTRACT FOR THIS PROJECT SHALL BE SUBJECT TO LOCAL VENDOR PREFERENCE IN ACCORDANCE WITH WALTON COUNTY PURCHASING POLICIES AND PROCEDURES (PP017).**

**Application for Local Preference is attached to this Invitation to Bid.**

**ONE ORIGINAL AND THREE (3) COPIES** of each bid must be submitted on the prescribed bid form and accompanied by bid security in an amount not less than ONE THOUSAND AND 00/100THS DOLLARS (\$1,000.00), on the prescribed form, payable to the Board of County Commissioners, Walton County. All subcontractors and suppliers shall be declared on the prescribed Subcontractors Declaration Form.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents.

All Bid Bonds, Payment and Performance Bond(s), Insurance Contracts and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida. Further, the Surety or insurance company shall be duly authorized and qualified to do business in the State of Florida and shall have an A. M. Best rating of **VI-A** or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount.

The Bid may be withdrawn prior to the date and time of bid opening. Bids shall remain open and subject to acceptance for a period of thirty (30) calendar days after the date of bid opening, but the County at its sole discretion may release any Bid and Bid security. No bidder may withdraw its Bid for a period of thirty (30) calendar days after the date of Bid opening.

In order to perform work on public contracts, the successful Bidder shall have all licenses and permits required by federal, state, and local statutes, regulations and ordinances.

The County will award the bid to the lowest, most responsive responsible bidder that is most qualified to perform the job according to the specifications and qualifications listed in the Invitation to Bid. Bidders shall provide documentation that they can perform the required services along with documentation of past and present projects of this same nature, along with references. Failure to provide said documentation will result in bid being found non-responsive.

Before a Contract will be awarded for the Project contemplated herein, the County will conduct such investigations as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of Project specified under the

Contract. **County reserves the right to reject bids from bidders whose Dun & Bradstreet Comprehensive Report, past work performance with the County and other governmental agencies, including timeliness of completion of projects and history of payment to subcontractors or materialmen are deemed by the County to be unsatisfactory.** The Bidder shall submit with its bid detailed written evidence of experience and current commitments necessary to allow the County to evaluate the bidder's qualifications. Failure to do so will result in bid being found non-responsive.

In the event the apparent low bid submitted by a responsive, responsible bidder exceeds the County's budget for the Project, the County reserves the right to value engineer the published scope of work in order to effect deductive cost changes. In light of the modified scope of work, the County shall review the three lowest bids submitted by responsive, responsible bidders in order to select one bidder to whom to award the contract.

The County reserves the right to reject any or all Bid(s), and may postpone the award of the Contract for a period of time which shall not extend beyond thirty (30) calendar days from the bid opening date.

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

Walton County, as a political subdivision of the State of Florida, shall comply with Executive Order Number 11-02, dated January 4, 2011, and shall require that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the County.

**WALTON COUNTY  
LOCAL PREFERENCE APPLICATION**

**PROJECT: GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID  
ITB NO: 020-017**

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

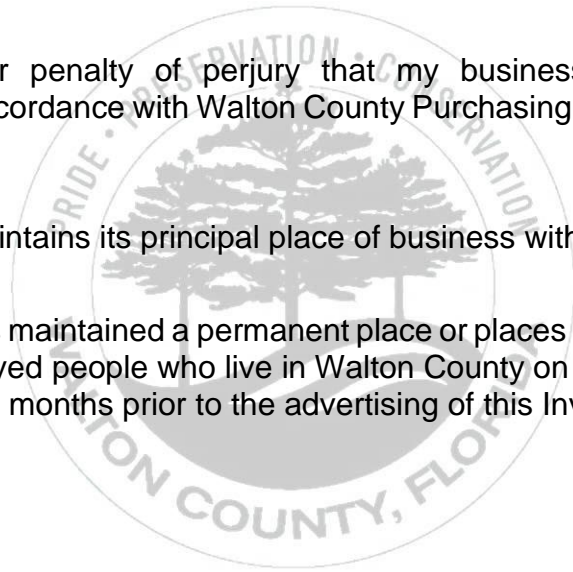
City, State: \_\_\_\_\_ Zip code: \_\_\_\_\_

I hereby certify under penalty of perjury that my business qualifies as a local vendor/contractor in accordance with Walton County Purchasing Policies and Procedures, Procedure No: PP017.

- My business maintains its principal place of business within Walton County; OR
- My business has maintained a permanent place or places of business within Walton County and has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to the advertising of this Invitation to Bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# INSTRUCTIONS TO BIDDERS

BOARD OF COUNTY COMMISSIONERS,  
WALTON COUNTY, FLORIDA

## GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID BID #: 020-017

### DEFINED TERMS

The term "**Bidder**" shall mean one who submits a Bid directly to the County, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "**Responsible and Responsive Bidder**" means a person or entity who has submitted a bid which conforms in all material respects to the requirements set forth in the Bidding Documents and has the capability, in all respects, to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The term "**Bidding Documents**" includes the Invitation to Bid, Instructions to Bidders, Construction Contract, the Bid Form, including all addenda issued prior to receipt of Bids). The term "**A sealed bid**" shall mean a bid which has been placed in an envelope and closed in such a manner that requires the closure be broken in order to open the envelope, and would likely reveal tampering if an attempt were made to open the bid before bid opening.

### COPIES OF BIDDING DOCUMENTS

1. Complete sets of Bidding Documents must be used in preparing bids; neither the County nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. The County, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the services and does not confer a license or grant for any other use.

### QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Services, each Bidder shall submit with their bid detailed written evidence of experience providing services of the nature and scope similar to the services described in this Invitation to Bid, documentation of current commitments, a copy of all applicable occupational and state licenses, and such information as is required in the Questionnaire. Each Bidder must also be prepared to submit within five (5) business days of the County's request, written evidence, such as licenses, financial data, previous experience, present commitments and other such data as may be requested by the County. Each Bid must contain evidence of Bidder's

qualification to do business in the State of Florida. Specifically, the Bidder shall have all licenses and permits required by federal, state, and local statutes, regulations and ordinances.

## EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the tank locations to become familiar with local conditions that may affect cost and delivery of the fuel products, (c) consider federal, state and local laws and regulations that may affect cost and delivery of the fuel products, (d) study and carefully correlate Bidder's observations with the Contract Documents, (e) notify the County of any conflicts, errors or discrepancies in the Contract Documents, and (f) attend any mandatory pre-bid meeting. The County does not assume responsibility for the accuracy or completeness of the Contract Documents or for any additional reports, drawings and specifications that may be made available for viewing by the County to any Bidder on request.

2. Before submitting a bid, each Bidder will, at the Bidder's own expense, make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface, underground facilities) at or contiguous to the site which may affect cost, progress, performance or completion of the Project and which Bidder deems necessary to determine its bid for performing and completing the Project in accordance with the time, price and other terms and conditions of the Contract Documents.

3. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of these Instructions to Bidders including visiting the tank locations to become familiar with local conditions that may affect the cost and delivery of the fuel products; that without exception the Bid is premised upon performing and furnishing of services required by the Contract Documents in accordance with the terms and conditions of the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the designated services

## INTERPRETATIONS AND ADDENDA

1. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the County Purchasing Agent. **DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, PROJECT ENGINEER, OR ANY OTHER PERSON IS PROHIBITED AND WILL RESULT IN BID BEING DISQUALIFIED.** Interpretations or clarifications considered necessary by the County in response to such questions will be issued by Addenda disseminated to all parties recorded as having received the Bidding Documents. **QUESTIONS MUST BE SUBMITTED TO PURCHASING NO LATER THAN 12 O'CLOCK NOON ON MARCH 19, 2020.** Only questions answered by

formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2. Addenda may be issued to modify the Bidding Documents as deemed appropriate by the County.

## BLACKOUT PERIOD

The period between the end of the advertisement for the Invitation to Bid, and the contract award, or any resulting bid protest is resolved, or the solicitation is otherwise canceled is referred to as the Blackout Period. During the blackout period any communication regarding the aforementioned solicitations is prohibited between the bidder(or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub consultants, or anyone designated to provide a recommendation to award a particular contract, other than Purchasing Division staff. Each competitive solicitation shall provide notice of the blackout period.

### 1. Exceptions to the Blackout Period

The blackout period shall not apply to:

- a. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations or pre-award meetings
- b. Communications during contract negotiations between designated County employees and the intended contract awardee.
- c. Communication with a vendor by a Purchasing Division employee following the bid opening to clarify the vendor's bid or intended scope of services.
- d. Communication following the filing of a protest between the protesting party and the Purchasing Division, County Administrator's Office and the County Attorney's Office, during the dispute resolution process.
- e. Purchases exempt from competitive selection, sole source procurements, single source procurements, and emergency procurements, as defined in Walton County Board of County Commissioners Purchasing Policy and Procedure manual.
- f. Communications with existing vendors in the performance of existing contracts

## BID SECURITY

1 Each Bid must be accompanied by a ONE THOUSAND DOLLAR (\$1,000.00) bid security made payable to Board of County Commissioners, Walton County, and in the form of a certified bank check or a Bid Bond on the form attached,

issued by a surety authorized to conduct business in the State of Florida and having an M. Best rating of VI A or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount.

2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract, and has furnished the required Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Contract, or furnish the required Certificates of Insurance, within seven (7) calendar days after the Notice of Award, the County may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders may be retained by the County until seven (7) calendar days after the Notice of Award, whereupon Bid security furnished by such Bidders will be returned.

3 Failure to submit an appropriate Bid security shall result in the Bid being declared unresponsive.

#### BID FORM

1. The Bidder shall use the Bid Form included with the Bidding Documents. Failure to use the Bid Form shall result in the Bid being declared un-responsive. All blanks on the Bid Form must be completed in ink or by typewriter.

2. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested. The corporate address and state of incorporation must be shown below the signature.

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

4. All bids shall be notarized and names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). The contact person, address and telephone number for communications regarding the Bid must be shown.

5. Each bid must be accompanied by a Public Entity Crimes Form (PUR 7068), and Drug Free Workplace Certification.

#### SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the bid title and name and address of the Bidder and accompanied by the bid security, Public Entity Crimes Statement (PUR 7068), Drug Free Workplace Certification, and other required documents. The Bid submission shall bear the notation "BID ENCLOSED" on the face



of the envelope in large and conspicuous letters. Bidder is solely responsible for ensuring and verifying that its bid is in fact delivered to and received by the County by the submission deadline.

#### MODIFICATION AND WITHDRAWAL OF BIDS

1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

2. Bids may not be withdrawn for a period of thirty (30) calendar days after the date of bid opening.

#### BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids shall remain open and subject to acceptance for a period of thirty (30) calendar days after the date of Bid opening, but the County at its sole discretion may release any Bid and return the Bid security prior to that date.

#### AWARD OF CONTRACT

1. **The County reserves the right to reject any and all bids** for any reason or for no reason as may be deemed necessary by the County to be in its best interest, including but not limited to bids from any contractor who has failed to successfully complete, to the satisfaction of the County, a contract for the provision of services. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Bids. The County reserves the right to reject the Bid of any Bidder if the County believes that it would not be in the best interest of the County to make an award to that Bidder, because the Bid is not responsive or responsible, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Bidder who submits the lowest bid. If the County and the low Bidder cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Bidder who submits the next lowest bid. No Bidder shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

3. In evaluating Bids, the County will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and other data, as may be requested in the Bid Form or prior to the Notice of Award. The County

may conduct such investigations as the County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, to perform the services in accordance with the Contract Documents to the County's satisfaction and within the prescribed time.

If the contract is to be awarded, it will be awarded to the responsible and responsive Bidder submitting the lowest bid whose evaluation by the County indicates to the County that the award will be in the best interest of the County. The County will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

## BID PROTEST

Any person or entity whose bid is rejected, in whole or in part, or who submits a bid but is not awarded the contract, may protest such decision. Written notice of intent to file a bid protest must be submitted with the Purchasing Agent or Finance director within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to Purchasing Agent or Finance Director within ten (10) calendar days after filing written notice of intent.

Each written protest must be accompanied by a ONE THOUSAND DOLLAR (\$1,000.00) bid protest bond in the form of a certified check, cashier's check or money order made payable to the Board of County Commissioners.

The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

## PUBLIC ENTITY CRIMES

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

# BID FORM & SCHEDULE

TO: BOARD OF COUNTY COMMISSIONERS, WALTON COUNTY, FLORIDA  
Post Office Box 1355  
DeFuniak Springs, Florida 32435

## GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID BID NO.: 020-017

The County's contact person for additional information on this proposal:

Name: Glyndol Johnson, Purchasing Agent  
Telephone Number: 850-892-8176 FAX Number: 850-892-8145  
Email Address: [johglyndol@co.walton.fl.us](mailto:johglyndol@co.walton.fl.us)

Contractor's contact person for additional information on this bid (please provide)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ FAX \_\_\_\_\_

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter referred to as the "Bidder," declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any employee or official of the County, and that the bid proposal is made without any connection or collusion with any person submitting another bid proposal on this Project.

The Bidder further declares that it has visited the Project site, inspected the plans and specifications, examined all the Contract Documents, and has satisfied itself to the quantities involved, including materials and equipment and the conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Project and to identify the said quantities with the detailed requirements of the Contract Documents, and this bid proposal is made according to the provisions and under the terms of the Contract Documents which are made a part of this bid proposal.

**CONTRACT EXECUTION, CERTIFICATES OF INSURANCE AND BONDS**

If this Bid is awarded to Bidder, Bidder agrees to acknowledge the terms and conditions of the Contract and return a signed Contract with any required Performance and Payment Bond(s) and Certificates of Insurance to the County, within TEN (10) calendar days after Notice of Award. Failure to do so will result in loss of surety.

**AVAILABILITY OF SERVICES**

The Bidder further agrees to be available to deliver fuel products within FIVE (5) calendar days after the date of issuance of the Notice to Proceed.

**ADDENDA**

The bidder hereby acknowledges that it has received Addenda No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the bidder further agrees that this bid proposal(s) includes all impacts resulting from said addenda.

**SALES AND USE TAXES**

The Bidder agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the Bidder are included in the stated bid price for the Project. The County is tax exempt from federal excise and state sales tax.

**BIDDER**

The name and address of the Bidder submitting this Bid is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

which is the address to which all communications concerned with the Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

CORPORATE SEAL

BIDDER: \_\_\_\_\_

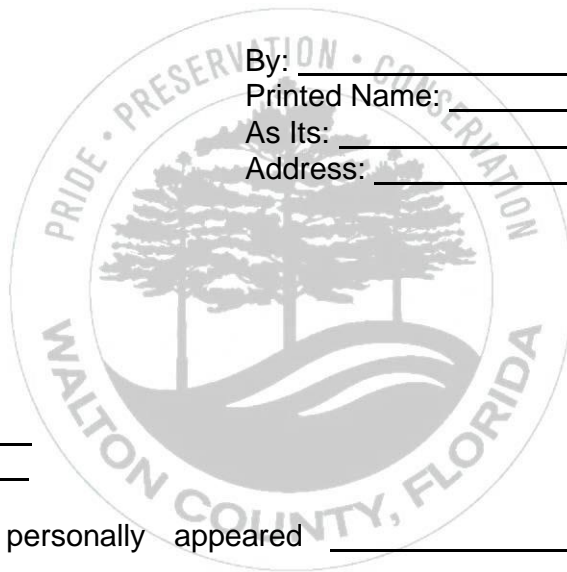
IF APPLICABLE

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

As Its: \_\_\_\_\_

Address: \_\_\_\_\_



**IF A CORPORATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me this day personally appeared \_\_\_\_\_ (Name of Bidder)

\_\_\_\_\_ (Title) and \_\_\_\_\_ (Name of Bidder)

\_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of

Corporation) whose address is \_\_\_\_\_,

\_\_\_\_\_, Florida \_\_\_\_\_ to me well known to be the persons described

herein and who executed the foregoing instrument and who acknowledges that said execution was done freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

Commission No: \_\_\_\_\_

**IF NOT A CORPORATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

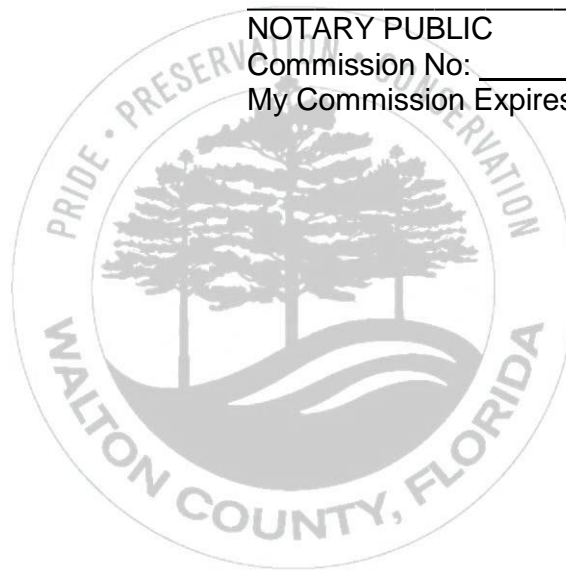
Before me this day personally appeared \_\_\_\_\_ (Name of Bidder)  
\_\_\_\_\_ (Title) and \_\_\_\_\_ (Name of Bidder)

\_\_\_\_\_ (Title) of (Address) \_\_\_\_\_,  
\_\_\_\_\_, Florida \_\_\_\_\_ to me well known to be the persons described

herein and who executed the foregoing instrument and who acknowledges that said execution was done freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and seal this \_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]



\_\_\_\_\_  
NOTARY PUBLIC  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

BID NAME: **GASOLINE AND DIESEL FUEL DELIVERY SERVICES REBID**  
BID NUMBER: **020-017**

BIDDER: \_\_\_\_\_

**BULK TRANSPORT DELIVERY**

ALL PRICES BELOW WILL BE BASED ON ANY QUANTITY OF GALLON BULK TRANSPORT DELIVERY. VENDOR SHALL NOT CHARGE MINIMUMS ON ANY ORDER.

ADJUSTMENT  
FACTOR

Unleaded + \_\_\_\_\_ or - \_\_\_\_\_

Diesel #2 + \_\_\_\_\_ or - \_\_\_\_\_

**TANK WAGON DELIVERY**

ALL PRICES BELOW WILL BE BASED ON ANY QUANTITY OF GALLON TANK WAGON DELIVERY. VENDOR SHALL NOT CHARGE MINIMUMS ON ANY ORDER.

ADJUSTMENT  
FACTOR

Unleaded + \_\_\_\_\_ or - \_\_\_\_\_

Diesel #2 + \_\_\_\_\_ or - \_\_\_\_\_

NOTE: The unit prices listed above will be used as the basis for computing the value of any change orders either additive or deductive. **THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number (if applicable) (SEAL – if by a corporation )

ATTEST: \_\_\_\_\_



# AGREEMENT FOR GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID

## CONTRACT NO.: 020-017

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between

**WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 76 North Sixth Street, DeFuniak Springs, Florida 32433, the "County", and \_\_\_\_\_, a Florida corporation/limited liability company, whose address is \_\_\_\_\_, the "Vendor".

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows.

### **SECTION 1. INTENT: HIRING OF CONSULTANT.**

The County desires to hire the Vendor to render certain gasoline and diesel fuel supply services, and the Vendor desires to render such services. Vendor's services are described in the Scope of Services, attached and incorporated by reference in this Agreement. Therefore, the County agrees to hire Vendor and Vendor agrees to perform the consulting services set forth in the Scope of Services.

### **SECTION 2. SCOPE OF SERVICES.**

Vendor shall provide gasoline and diesel fuel supply services in accordance with the Scope of Services set forth in **Exhibit A** which is attached and incorporated by reference.

### **SECTION 3. COUNTY'S RESPONSIBILITY.**

Except as provided in the Scope of Services, the County's responsibilities are to furnish required information and services and render approvals and decisions as necessary for the orderly progress of Vendor's services. The County hereby designates the County Administrator or his designee to act on the County's behalf with respect to the Scope of Services. The County Administrator shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Vendor's services.

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners.

### **SECTION 4. TERM OF AGREEMENT.**

The term of this Agreement shall be TWELVE (12) months from the date of its complete execution and may be renewed for additional TWELVE (12)-month periods up to a maximum of THIRTY SIX (36) MONTHS upon mutual agreement of the parties unless earlier terminated

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners \_\_\_\_\_, 2020.

by the County

Drafted by the Office of the County Attorney.  
Approved by the Board of County Commissioners \_\_\_\_\_, 2020.

## **SECTION 5. COMPENSATION.**

A. Total compensation of this Agreement shall be in accordance with the per-gallon rates and adjustment factors provided in **Exhibit B** which is attached and incorporated by reference.

B. Vendor shall prepare and submit to the County for approval invoices for the gasoline and diesel fuel delivered to the County under this Agreement. Invoices shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the quantities of gasoline and diesel fuel provided including dates and locations of deliveries. The County shall promptly notify Vendor if any invoice or report is found to be unacceptable.

## **SECTION 6. DOCUMENTS.**

The documents which comprise this Agreement between the County and the Consultant are:

- A. This Agreement;
- B. The Scope of Services attached hereto as **Exhibit A**;
- C. Cost Schedule attached hereto as **Exhibit B**;
- D. Walton County Invitation to Bid No. 020-017 for Gasoline and Diesel Fuel Supply Services Rebid;
- E. Vendor's bid responsive to Invitation to Bid No. 020-017; and
- F. Purchase Orders issued by Walton County for gasoline and diesel fuel under the terms of this Agreement.

In the event of a conflict between any documents comprising this Agreement, the documents shall be construed in the following order of priority: 1) the terms of this Agreement; 2) the provisions of Invitation to Bid No. 020-017 and then 3) the Consultant's reply submitted in response to Invitation to Bid No. 020-017.

## **SECTION 7. EQUAL OPPORTUNITY EMPLOYMENT.**

In connection with the work to be performed under this Agreement, Vendor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

## **SECTION 8. PROHIBITION AGAINST CONTINGENCY FEES.**

Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor to solicit or secure this Agreement and that Vendor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners \_\_\_\_\_, 2020.

## **SECTION 9. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.**

Vendor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Vendor represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

## **SECTION 10. INSURANCE.**

A. The Vendor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Vendor, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability. Coverage must include:
  - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
  - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
  - c. Additional Insured. County is to be specifically included as an additional insured.
  - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
  - a. \$300,000 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicles
  - c. Hired and Non-Owned Vehicles
  - d. Employee Non-Ownership
  - e. Additional Insured. County is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Vendor except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interests arising from any contract agreement between County and Vendor. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished ten (10) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class V in accordance with the most current Best's rating. Vendor shall provide the County with financial information concerning any self-insurance fund insuring Vendor. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

#### **SECTION 11. TERMINATION OF AGREEMENT BY THE COUNTY.**

This Agreement may be terminated by the County, with or without cause, or with or without prior written notice. If this Agreement is so terminated Vendor shall be paid for all work performed, pursuant to the terms and conditions of this Agreement, up to the date of termination and promptly deliver to the County copies, including reproducible mylars, of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Vendor. Vendor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

#### **SECTION 12. PUBLIC ACCESS.**

A. Vendor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the vendor shall (1) keep and maintain public records required by the public agency to perform the service; (2) upon request from the public agency's custodian of public records, provide the public agency 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 under Florida's Public Records law or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this agreement if the Vendor does not transfer the records to the public agency; and (4) upon completion of the agreement, transfer, at no cost, to the public agency all public records in possession of the

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners \_\_\_\_\_, 2020.

Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

**B. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Genara Roop, Records Management Liaison Officer  
161 E. Sloss Avenue  
DeFuniak Springs, Florida 32433  
850-892-8110  
roogenara@co.walton.fl.us

C. In the event the County must initiate litigation against Vendor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the County because Vendor failed to provide access to public records responsive to a public record request, County shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

**SECTION 13. RECORDS.**

The Vendor shall maintain records, and the County shall have inspection and audit rights as follows:

A. Maintenance of Records: The Vendor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Agreement.

B. Examination of records: The County or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only

within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time, and place.

Records which relate to any litigation, appeals, or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

C. Cost and pricing data: The Vendor, by executing this Contract, certifies to truth-in-negotiation, specifically that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The Vendor agrees that the County may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The County shall make any such adjustment within one (1) year following the termination of this Agreement.

#### **SECTION 14. CONTROLLING LAW AND ATTORNEY FEES**

A. This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Walton County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this Contract, then the prevailing party shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, expert witness fees, costs of suit, witness fees, and expenses necessary to aid in the enforcement of collection of any and all amounts due, incurred, or otherwise expended as part of said litigation and any subsequent appeals.

#### **SECTION 15. SUCCESSORS AND ASSIGNS.**

The County and Vendor bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the County nor Vendor shall assign or transfer any interest in this Agreement without the written consent of the other.

#### **SECTION 16. EXTENT OF AGREEMENT.**

A. This Agreement represents the entire and integrated agreement between the County and Vendor and supersedes all prior negotiations, representations or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

#### **SECTION 17. INDEMNIFICATION OF THE COUNTY.**

Vendor shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners \_\_\_\_\_, 2020.

wrongful conduct of the Vendor and other persons employed or utilized by the Vendor, in the performance of the contract. The Vendor shall not indemnify or hold harmless the County for any liabilities, damages, losses, or costs caused solely by the negligence of the County, its employees, officers, directors, or agents. Nothing herein is intended to serve as a waiver of sovereign immunity by County to which sovereign immunity applies. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of any contract.

**SECTION 18. INDEPENDENT CONSULTANT.**

Neither the County nor any of its employees shall have any control over the conduct of Vendor or any of Vendor's employees, except as herein set forth, and Vendor expressly warrants not to represent at any time or in any manner that Vendor or any of Vendor's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Vendor is, and shall at all times remain as to the County, a wholly independent consultant and that Vendor's obligations to the County are solely as prescribed by this Agreement.

**SECTION 19. SEVERABILITY.**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**SECTION 20. NOTICES.** Any notices to be given under this Agreement shall be given by United States Mail, addressed to Vendor at its address stated above, and to the County at its address stated above.

Walton County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of grant funds by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

WALTON COUNTY, FLORIDA

\_\_\_\_\_  
Alex Alford, Clerk of Circuit Court  
And County Comptroller

By: \_\_\_\_\_  
W.N. "Bill" Chapman, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

Approved For Form:

\_\_\_\_\_  
Sidney N. Noyes, County Attorney  
Walton County, Florida

VENDOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

Acknowledged and subscribed before me the undersigned notary on \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ (insert title) of \_\_\_\_\_, with legal corporate authority, and who is known to me or has produced identification of: \_.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A SCOPE OF SERVICES**

The Vendor shall provide on a scheduled basis, the delivery of Gasoline and Diesel fuel. The Public Works Director or his designee shall be the central point of contact if additional gasoline or diesel fuel deliveries are required.

At the time of delivery Vendor shall provide a fuel ticket which contains the applicable OPIS price.

### **Unleaded Gasoline/Tank Wagon**

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

### **Unleaded Gasoline/Transport Wagon**

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON+MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered via transport truck in full loads. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

### **Diesel Fuel, Grade No. 2-Ultra Low Sulfur Fuel/Tank Wagon**

Oil diesel fuel, grade no. 2-D ultralow sulfur fuel (0.5 mass % sulfur, 40 centane min.) for use in over the road diesel engine, per A.S.T. M. specification D975, complying with Florida Department of Agriculture and Consumer Services Standards 5F02.001, (will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via tank wagon. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature upon delivery.

### **Transport Wagon**

Oil diesel fuel grade no. 2-D ultralow sulfur fuel (0.5 mass % sulfur, 40 centane min.) for use in over the road diesel engine, per A.S.T. M. specification D975, complying with Florida Department of Agriculture and Consumer Services Standards 5F02.001, (will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via transport truck in full loads. NO minimum delivery. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

**Walton County Fuel Delivery Locations:**

	<b><u>Address</u></b>	<b><u>UL Tank Size</u></b>	<b><u>DL Tank Size</u></b>	<b><u>Delivery Hours</u></b>
Public Works	113 Woodyard Rd. DeFuniak Springs, FL	4000	8000	6 a.m. – 4 p.m. Mon-Thur
District 1	3420 McKinnon Bridge Rd Ponce de Leon, FL	2000	9000	6 a.m. – 4 p.m. Mon-Thur
District 2	3479 Brown Road DeFuniak Springs, FL	1000	4000	6 a.m. – 4 p.m. Mon-Thur
District 3	401 Ranch Road DeFuniak Springs, FL	4000	6000	6 a.m. – 4 p.m. Mon-Thur
District 5	142 Community Way Santa Rosa Beach, FL	4000	6000	6 a.m. – 4 p.m. Mon-Thur
Landfill	1118 Institution Road DeFuniak Springs, FL 32433	4000	6000	6 a.m. – 4 p.m. Mon-Thur
Landfill 2 <sup>nd</sup> Site		4000	6000	6 a.m. – 4 p.m. Mon-Thur
Woodlawn Station 2 (United Fire)	4175 U.S. Hwy 331 S DeFuniak Springs, FL	548		<u>6 a.m. – 4 p.m.</u> Sun - Sat
Tri-Village Station 10 (Choctaw Beach)	13837 St. Hwy 20 W Niceville, FL	548		<u>6 a.m. – 4 p.m.</u> Sun – Sat
Mossy Head Fire Station 11	13170 Hwy 90 W DeFuniak Springs, FL	548		<u>6 a.m. – 4 p.m.</u> Sun – Sat
Freeport Station 12	149 Jefferson Street Freeport, FL	548		<u>6 a.m. – 4 p.m.</u> Sun - Sat
DeFuniak Springs Station 4	49 S. Davis Lane DeFuniak Springs, FL	564	548	<u>6 a.m. – 4 p.m.</u> Sun – Sat
Glendale Station 6	6062 Co. Hwy 1883 Ponce de Leon, FL		564	<u>6 a.m. – 4 p.m.</u> Sun – Sat
Paxton Station 1	113 Webster Lane Paxton, FL	1020		<u>6 a.m. – 4 p.m.</u> Sun – Sat
Darlington/Gaskin Fire Dept.	60 Co. Hwy 181 E Westville, FL	548		<u>6 a.m. – 4 p.m.</u> Sun - Sat

The use of tanks may vary during the term of the contract, and additional tanks may be installed or tanks may be replaced during the term of the contract.

**Delivery:**

Delivery to County’s tanks shall be on a scheduled basis or shall occur within forty-eight (48) hours after notification is received unless specified otherwise by County. Vendor shall be notified of the schedule upon award of contract. The quantity will depend upon the County’s need at the time of request. Delivery of fuel shall be made to storage tanks identified above during the hours shown for each site. Failure to make timely deliveries as required may be considered grounds for cancelation of the contract.

Stick readings or dial readings before and after putting fuel into each tank must be noted on the delivery tickets. Delivery tickets for payment at each tank location must carry the signature of an authorized County employee. County reserves the right to withhold payment for delivery tickets without stick or dial readings and/or proper signatures.

**Compliance with Occupational Safety and Health:**

Vendor certified that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Vendor further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 42, Florida Statutes, a Material Safety Data Sheet (MSDS) shall accompany any item delivered under a contract from this solicitation. The MSDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including
  - 1 The potential for fire, explosion, corrosiveness and reactivity.
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, include appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**Safety Regulations:**

Equipment shall meet all state and federal safety regulations.

**Emergency Services:**

Gasoline and diesel fuel are vital to the operation of the County and are required during emergency situations such as hurricanes and other catastrophes, whether man made or natural. Time is of the essence during emergency situations, and the Vendor shall provide emergency contact information to ensure County can order and receive gasoline and/or diesel fuel at any time, day or night.

**Equipment Repair and Maintenance:**

County shall be responsible for all equipment repair and maintenance. However, Vendor shall notify County of any malfunctioning tanks, pumps, meters, and other ancillary equipment of which Vendor becomes aware.

**Price Adjustment**

County may request written price adjustments be made every twelve months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a *bona fide* cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

# FLORIDA BID BOND

## GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, hereinafter referred to as the "Principal", and \_\_\_\_\_, a corporation duly organized under the laws of the State of Florida having its principal place of business at \_\_\_\_\_ in the State of \_\_\_\_\_ and authorized to do business in the State of Florida, as Surety, are held and firmly bound unto Walton County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Obligee", in the full and just sum of ONE THOUSAND AND 00/100THS DOLLARS (\$1,000.00) as lawful money of the United States of America, the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

### CONDITION OF THIS BOND:

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, Walton County, Florida for the furnishing of all labor, materials (except those specified to be furnished by the County), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid number 020-017 entitled Gasoline and Diesel Fuel Supply Services Rebid.

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of ONE THOUSAND AND 00/100THS DOLLARS (\$1,000.0) be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the County for the performance of said Contract, within FIVE (5) consecutive calendar days after written notice is given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, within FIVE (5) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Board of County Commissioners, Walton County, Florida and furnishes insurance certificates satisfactory to the County, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Board of County Commissioners, Walton County, Florida, and the Surety herein agrees to pay said immediately upon demand to the County in good and lawful money of the United States of America, as liquidated damages, and not a penalty, for failure thereof of said Principal. Should litigation be necessary to enforce any term or provision of this Bid Bond or to collect any portion of the amount payable under this Bid Bond, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

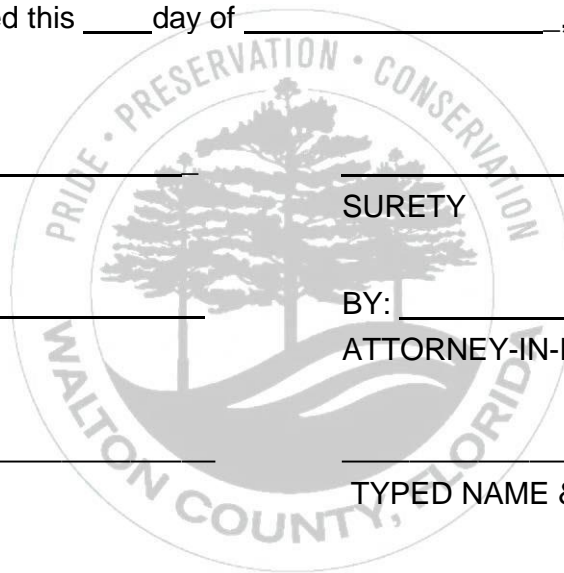
BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTORNEY-IN-FACT

\_\_\_\_\_  
TYPED NAME & TITLE

\_\_\_\_\_  
TYPED NAME & TITLE



## PREVIOUS EXPERIENCE AND CURRENT COMMITMENTS

Invitation to Bid:	020-017	GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID
Contractor:		

### PREVIOUS EXPERIENCE

Please list in reverse chronological order other projects of the same nature and scope that your company has completed.

Date of Project	Name of Project	Owner:	Dollar Value of Project	Contact Name	Phone Number and/or Email

### CURRENT COMMITMENTS

Please provide a detailed list of your company's current commitments which may potentially impact timely completion of this project.

Name/Nature of Project	% Complete	Anticipated Completion Date



# PUBLIC ENTITY CRIMES

Board of County Commissioners,  
Walton County, Florida

## GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID

Sworn Statement Under Section 287.133(3)(a), Florida Statutes,  
on Public Entity Crimes

**This form must be signed in the presence of a Notary Public  
or other officer authorized to administer oaths:**

This sworn statement is submitted to the Board of County Commissioners, Walton County, Florida, by \_\_\_\_\_ (insert name) who holds the position of \_\_\_\_\_ (Title) for \_\_\_\_\_ (Name of entity submitting sworn statement) whose business address is \_\_\_\_\_, and, 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: \_\_\_\_\_.)

- I understand that a "**public entity crime**" as defined in Paragraph 287.133(l)(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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- I understand that "**convicted**" or "**conviction**" as defined in Paragraph 287.133(l)(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.
- I understand that an "**affiliate**" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:
  - A predecessor or successor of a person convicted of a public crime; or
  - 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 officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in the management of an 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 for fair market value under an arm's length agreement, shall be a *prima 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.

- I understand that "**person**" as defined in Paragraph 287.133(l)(e), 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 into 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 an entity.
- Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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, members, or agents who are active in the 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.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings 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 ONE (1) above is for that Public Entity only and, that this form is valid through December 31 of the calendar year in which it 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 of any change in the information contained in this form.

BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

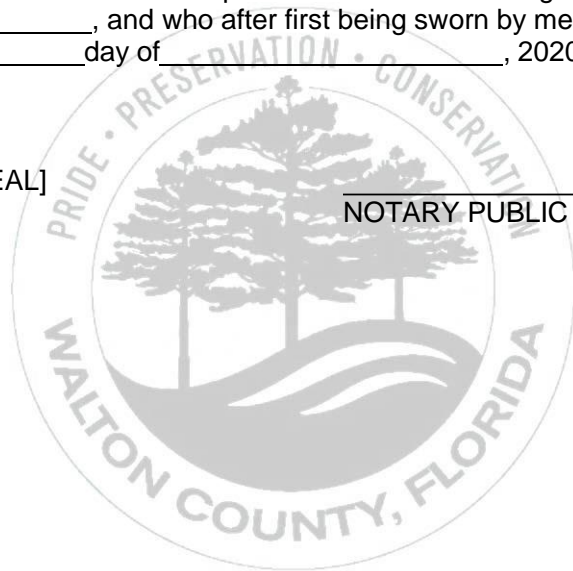
As Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, \_\_\_\_\_ who is personally known to me or who produced the following identification \_\_\_\_\_, and who after first being sworn by me, affixed his/her signature in the space provided on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]



\_\_\_\_\_  
NOTARY PUBLIC

# Drug Free Work Place Certification

BOARD OF COUNTY COMMISSIONERS,  
WALTON COUNTY, FLORIDA

## GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID

**This form must be completed and attached to bid.**

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.
4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, and violation of chapter 893 or of any controlled substance law of the united states or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Federal ID Number or SSN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



# QUESTIONNAIRE

## Board of County Commissioners Walton County, Florida

**Owner:** Walton County, Florida

**Bid:** Gasoline and Diesel Fuel Supply Services Rebid

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The undersigned warrants that all statements and answers to questions hereinafter made are current, accurate, and complete as of the date indicated below.

1. Has your organization filed any law suits or requested arbitration, mediation, or any kind dispute resolution or administrative proceeding, with regard to services contracts within the last ten (10) years? If the answer is yes, identify the proceeding, the parties thereto, and a brief summary of the nature of the dispute and ultimate resolution thereof.
2. Has your organization been sued with regard to a services contract within the last ten (10) years? If the answer is yes, identify the proceeding, the parties thereto, and a brief summary of the nature of the dispute and ultimate resolution thereof.
3. How many years has your organization been in business as a licensed provider of gasoline and diesel fuel under your present business name?
4. Has your organization ever failed to complete the services in accordance with the terms of a contract awarded to it? \_\_\_\_\_ If so, where and why?
5. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete the services in accordance with the terms of a contract awarded to it? \_\_\_\_\_ If so, state name of individual, organization and reason therefore.
6. Does your organization now hold valid certificates of competency or licenses for which a specific license is required? \_\_\_\_\_ If so, attach copies of all licenses covering the

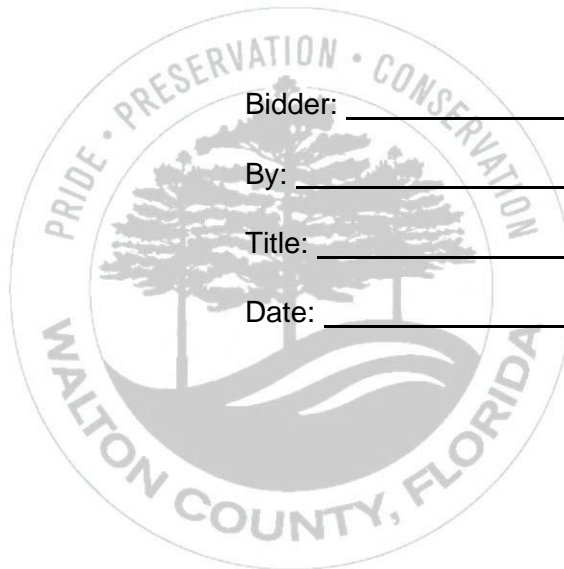
work under the Bidding/Contract Documents together with the specific political jurisdiction issuing said licenses.

Attachment \_\_\_\_\_, consisting of \_\_\_\_\_ pages.

7. Identify the Project Superintendent you intend to use for this Project. Also provide the following information, years Project Superintendent has been employed with your organization; the contracts in the last five years that said personnel has worked on; said personnel's position and responsibilities in said contracts.

Attachment \_\_\_\_\_, consisting of \_\_\_\_\_ pages.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Board of County Commissioners  
Walton County, Florida  
UNAUTHORIZED ALIENS**

**GASOLINE AND DIESEL FUEL SUPPLY SERVICES REBID**

Inasmuch as the employment of unauthorized aliens is prohibited by §448.09, Florida Statutes, the County prohibits contracting with firms that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Additionally such firms may not knowingly contract with sub-contractors who utilize the services of unauthorized aliens.

By signing below the bidder swears or affirms that:

His/her company does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The company agrees that the County may conduct random checks of personnel records as they pertain to this issue. Violation of this requirement may result in immediate termination of the contract. Additionally violation of this requirement may result in the company being prohibited from submitting bids/proposals for County contracts for a period of five years. (See Procedure PP-022, Walton County Purchasing Policies and Procedures Manual.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_;  
COUNTY OF \_\_\_\_\_;

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires \_\_\_\_\_

- Personally known
- Produced Identification
- Type of Identification: \_\_\_\_\_