



EVALUATION

Bulk Fuel

Last updated by Addendum #5 on Mar 14, 2024 3:42 PM

[See what changed](#)

☰ Invitation For Bid

🏠 Fleet Management

🔑 40500, 40515

Project ID: 24-B-61LS

Release Date: Friday, February 16, 2024

Due Date: Tuesday, March 19, 2024 3:01pm

🚩 Posted 📅 Friday, February 16, 2024 10:01am

All dates & times in Eastern Time

📣 Post Information

Posted At:

Fri, Feb 16, 2024 10:01 AM

Sealed Bid Process:

Yes (Bids Unsealed / Pricing Unsealed)

Private Bid:

No

1. Introduction

1.1. Summary

The County of Volusia and other entities, known as the Consortium, are seeking qualified fuel contractors to supply bulk fuel.

1.2. Contact Information

Myra Lisa Smith

Purchasing Analyst II

123 W. Indiana Avenue, Room 302

DeLand, FL 32720

Email: mlsmith@volusia.org

Phone: (386) 822-5788

Department:

Fleet Management

1.3. Timeline

Release Project Date:

February 16, 2024

Question Submission Deadline:

March 4, 2024, 11:59pm

Proposal Submission Deadline:

March 19, 2024, 3:01pm

Microsoft Teams meeting

Join on your computer, mobile app or room device

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 213 233 692 064

Passcode: gPYNoU

Or call in (audio only)

2. Terms and Conditions

2.1. Special Conditions

A. Bid Closing Date

Bids must be received through the County's eProcurement Portal before 3:01 pm on Tuesday, March 19, 2024. Bids received after this time will not be considered.

B. No Pre-bid Conference will be held.

2.2. Authorized Official

The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

2.3. Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Bid. (Responsive)

B. The greatest benefits to Volusia County as it pertains to: (Responsible)

1. Cost; Markup above OPIS Daily low and OPIS Daily average, additional fees; split loads, above ground tank delivery, and tank wagon drop charges that may be deemed in the best interest of the County.
2. Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise, from the ordering entity.
3. All Scope of Work requirements associated with this Bid.
4. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
5. Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

2.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for (2) subsequent one (1) year renewals.. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.7. Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

2.8. Basis for Price Redeterminations

The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2.9. Price Redetermination Calculation.

All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI = \$200.50

Base index PPI = - \$179.20

PPI increase dollars = \$21.30

PPI increase percentage (\$21.30 , \$179.20 = .1189).....11.9%

Unit cost of the service is..... \$100.00

30% of \$100.00 is directly attributed to the redetermination category.... \$30.00

\$30.00 × 11.9% = \$3.57

New unit price for the product/service is (\$100 + \$3.57)..... \$103.57

2.10. Expiration Upon Failure to Agree to Price Redetermination.

If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.11. Termination

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
2. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.

3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
 - 3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination; 3.2. Inform County of the extent to which performance is completed;
 - 3.2. Inform County of the extent to which performance is completed;
 - 3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,
 - 3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.
7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.12. New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.13. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

2.14. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

2.15. FEMA Federal Contract Provisions - Documentation

Please fill out and submit the attached Federal Contract Provisions.

2.16. Wage Price Redetermination.

When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to NO VALUE under the heading Service Providing Industries. Wage price re-determination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

2.17. Fuel Price Redetermination

If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

3. General Terms and Conditions

3.1. Submission of Offers:

All offers shall be submitted through the County's [eProcurement Portal](#). The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

3.2. Bidder's Responsibility:

The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,
4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

3.3. Execution of Offer:

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

3.4. Opening:

Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply. Bid openings and public meetings may be attended either in person or remotely. Bid openings may be accessed remotely as described in the introduction timeline section of this solicitation. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date. Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

3.5. Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.6. Clarification/Correction of Entry/Minor Irregularities:

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

3.7. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's eProcurement Portal is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer section of the County's eProcurement Portal.
2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the County's eProcurement Portal for any posted answers, and/or solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.
3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
4. Questions and exceptions shall be submitted before 11:59 pm on Monday, March 4, 2024. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

3.8. Incurred Expenses:

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

3.9. Disadvantaged Businesses:

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.10. Local Preference:

The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Brevard, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

3.11. Pricing:

Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

3.12. Unusual Costs:

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.13. Additional Terms & Conditions:

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

3.14. Taxes:

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

3.15. Payment Terms:

Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

3.16. Discounts:

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

3.17. Meets/Minimum Specifications:

The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

3.18. Brand Name or Equal:

If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

3.19. Samples:

When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

3.20. Silence of Specifications:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

3.21. Change in Scope of Work/Service:

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

3.22. Governing Laws/Venue:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

3.23. Assignment:

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

3.24. Content of Invitation/Response:

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

3.25. Disclosure of Bid Content:

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

3.26. Limitation of Liability/Indemnification:

Indemnification.

The Consultant shall indemnify and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant or its subcontractors, agents, employees, or any persons employed or utilized by the Consultant in the performance of the Consultant's obligations or services under this Contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Contract.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors

3.27. Infringement Claim:

For all licensed software or derivative works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

3.28. Sovereign Immunity:

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended).

Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.29. Compliance with Federal E-Verify Regulations

Contractor covenants and agrees to the following provisions, as required by law:

- A. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- C. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.
- D. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

3.30. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 36 months following the date of being placed on the convicted vendor list.

By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

3.31. Patents, Copyright, and Royalties:

The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

3.32. Use of County Logo:

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

3.33. Training:

Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

3.34. Acceptance:

Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

3.35. Safety Warranty:

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

3.36. Safety:

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.37. Warranty:

The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

3.38. Award:

The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

3.39. Other Agencies:

All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

3.40. FOB Destination:

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

3.41. Special Conditions:

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

3.42. Licenses, Certificates, and Permits:

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

3.43. Records & Right to Audit:

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.44. Claim Notice:

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.45. Waiver of Claims:

Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

3.46. Compliance with Laws and Regulations:

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor:
and

The County may not give preference to a vendor based on the vendors social, political or ideological interests.

3.47. For Internet/Web Services:

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

3.48. Scrutinized Companies-FL Statute Section 287.135 and 215.473:

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii)

for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

3.49. Modifications Due to Public Welfare or Change in Law:

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

3.50. Right to Require Performance:

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.51. Force Majeure:

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

3.52. Contractor's Personnel:

During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and
9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

3.53. County/Contractor Relationship:

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

3.54. Disqualification of Bidders:

One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

3.55. Debarment: Purpose and Intent.

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment.

Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

3.56. For purposes of this ITB and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

3.57. Dispute Resolution:

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.
2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

3.58. Content of Invitation/Response:

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to

provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through the County's [eProcurement Portal](#) by the date and time posted. Bids received after the posted date and time may not be considered. Do not submit confidential information, proprietary information and/or trade secrets.

3.59. Authorized Signatory

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a bid via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

3.60. REVISIONS | ADDENDA | QUESTIONS & ANSWERS

All answers to questions of substance will be publicly published via the County's eProcurement Portal, Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

3.61. Insurance Requirements

Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the solicitation and/or contract documents.

3.62. Subcontractors and Independent Contractors

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

3.63. Claims Made Basis Insurance Policies

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

3.64. Risk Retention Groups and Pools

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

3.65. Minimum Required Policies and Limits

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

3.66. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

3.67. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

3.68. Commercial General Liability Insurance

The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this

Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

3.69. Motor Vehicle Liability

The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

3.70. Transportation Pollution Liability

Contractor shall purchase coverage for liability caused by pollution conditions arising out of the operations of Contractor and its sub-contractors on a first and third party basis. The County shall be named as additional insured. Coverage shall apply to Misdelivery of Liquid Products, bodily injury, sickness, disease, mental anguish or shock, including death and medical monitoring; property damage and environmental damage, including loss of use of damaged property or of property that has not been physically injured; cleanup & remediation expenses and regulatory actions; including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy shall include coverage for loading, transporting, and unloading of fuel at client sites. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and be endorsed to be primary and non-contributory with any other coverage or self-insurance maintained by the County. Policy shall be endorsed with a waiver of subrogation in favor of County.

3.71. Primary and Excess Coverage

Any insurance required may be provided by primary and excess insurance policies.

3.72. Insurance Requirements

A. General Insurance Requirements:

- (1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- (2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- (3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- (4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- (5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3.73. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

3.74. Please provide Proof of Insurance

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

3.75. Acknowledgement of Bid Tabulation

All responses accepted by the County of Volusia are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by respondent(s) are rejected and shall have no force and effect. Bids from the respondent(s) listed on the bid tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

4. Scope of Work

4.1. Bulk Fuel

The following entities, who from this point forward shall be known as the Consortium, are seeking qualified fuel Contractors to supply bulk fuel.

- County of Volusia (including Daytona Beach International Airport)
- Volusia County School Board
- VOTRAN (Volusia County's mass transit system)
- The City of Daytona Beach
- The City of Port Orange
- The City of South Daytona
- The City of New Smyrna Beach
- The City of Ormond Beach
- The City of DeLand
- Flagler County
- City of Edgewater

The following quantities are being provided as estimates only and in no way represent a guarantee of future expenditure. The Consortium will not be obligated to purchase any minimum or maximum amount of fuel during the term of the Agreement resulting from this ITB. The Consortium reserves the right to add or remove members at any time.

Estimated Annual Usage in Gallons

Customer	Diesel	Unleaded	Off Road
Volusia County	769,000	1,080,000	250,317
School Board	583,500	87,000	0
VOTRAN	608,560	274,600	700
Daytona Beach	102,000	536,000	0
South Daytona	8,500	43,000	0
Ormond Beach	54,000	104,500	0
New Smyrna Beach	60,000	135,000	5,000
Port Orange	62,000	145,000	2,000
DeLand	40,000	180,000	0
Flagler County	100,000	450,000	0
Edgewater	70,227	71,690	0
Daytona Beach Airport	13,000	8,000	0

4.2. Fuel Requirements

- A. Ultra Low Sulfur Diesel Fuel with sulfur content between 0 ppm - 15 ppm.
- B. Ethanol (10%)
- C. No. 2 Red-Dyed fuel for off-road use with sulfur content between 0ppm – 15ppm.

4.3. Pricing

- A. All prices shall be based on Oil Price Information Service (OPIS) pricing and invoiced as net gallons. The Consortium is seeking an OPIS Daily low and OPIS Daily average price plus markup, not inclusive of taxes, but including delivery to all locations, overhead, profit, and any other costs incurred by the Contractors. All pricing submitted in Section 5 on both Pricing Sheets shall be verified next to 6 months of OPIS data to confirm the best interest for the Consortium. The months used for verification will be February 2023, June 2023, July 2023, August 2023, December 2023, and January 2024. All data collected for evaluation originated from OPIS Pad 1 report for Orlando, Florida terminal. The Consortium will choose which submitted pricing mark up, OPIS Daily Low or Daily Average, to accept.
- B. Daily pricing shall be based on the 6:45 a.m. OPIS Report. This pricing shall be in effect until the prices change at 6 p.m. the same calendar day. Any deliveries loaded at 6 p.m. or after shall be priced based on the 6:45 a.m. OPIS report for the following day. OPIS documentation may be requested and required in settling of any pricing errors throughout the term of the bid. Contractors shall bid full loads (8,000 for E-10 or 7,500 for diesel only deliveries) and short drops (less than 8,000 for E-10 or 7500 for diesel only deliveries).
- C. Contractors shall provide invoices and bill of lading for all fuel drops electronically no later than six (6) business days following the date of the delivery. Invoices shall be sent to each Consortium member who are responsible for paying their own invoices.
- D. Contractors shall complete pricing in Sections indicated below. Pricing Sheets shall include the following information:
 1. **Pricing** – Bidders shall submit pricing as a markup over OPIS Daily low and OPIS Daily average on Section 5 Pricing Sheets as detailed in Section 4.3.A.
 2. **Terminal** – Bidders shall define which terminal will be utilized to supply fuel (i.e. Tampa, Orlando, Jacksonville, Port Canaveral, Port Everglades, or other). Answer shall be entered in Section 6 Vendor Questionnaire Number 15.3.

3. **Delivery Times** – Delivery shall be required no later than one (1) calendar day from receipt of release order. Answer shall be entered in Section 6 Vendor Questionnaire Number 15.4.
4. **Additional Fees** – Bidders may submit pricing on any other fees that will be part of the Contractors mark up such split loads, above ground tank delivery, and tank wagon drop charges in Section 5 Pricing Sheets.
- a. Split loads may consist of different products to the same location or different or same product to multiple locations.
 - b. The following is a list of possible number of split loads per user:
 - i. Volusia County – approximately 3-4 times a month
 - ii. Volusia County School Board – Less than a 12 a year, between DeLand and Pierson locations
 - iii. City of Ormond Beach – approximately twice a year
 - iv. City of DeLand – orders one truck of diesel and splits that between two separate locations approximately four times a year
 - v. VOTRAN – very seldom and only in an emergency situation
 - vi. City of New Smyrna Beach – typically delivery is made to all fire stations in one day from the same truck
 - vii. City of Daytona Beach – 2-3 times a year; unleaded gas and premium
 - viii. Flagler County – Never
 - ix. City of Port Orange – may request split loads for hurricane prep.
 - x. City of Edgewater – Never

4.4. Fuel site and Pumps

Attachment B- Fuel Site Information provides the Facility Identification (FACID) number and current location of each fuel site, including tank attributes, hours of operation, and the project manager assigned to each location.

4.5. Quality Standards/EPA Violations

All fuel provided shall comply with governmental regulations and conform to all specifications regarding environmental and quality standards set forth by the State of Florida. In addition, the Environmental Protection Agency (EPA) has directed that fines will be levied for any fuel found not to be in compliance with the Sulfur content on the Ultra Low Sulfur Diesel fuel. The Contractors shall be responsible for any fines, freight costs and replacement of fuel product for fuel found to be in non-compliance by the EPA.

4.6. Conditions for Emergency, Hurricane, or Disaster

Before, during, and after a public emergency, disaster, hurricane, fire, flood, or other acts of God, the Contractors shall provide fuel to all Consortium members on a “first priority” basis. All Consortium members shall be given priority when allocations become available.

The Consortium expects to pay a fair and reasonable price for all fuel in the event of a disaster, emergency, fire, or hurricane. In the event that fuel is provided to the Consortium from areas outside of the contracting ports, additional freight costs may be allowed. This shall be communicated and agreed upon by both the Contractors and the Consortium Project Managers before deliveries are made. Contractors shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

4.7. Delivery and Penalties

Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise, from the ordering entity. Failure to deliver fuel during within 24-hours may result in the Contractors covering any costs arising from having to order fuel from an alternate vendor. Penalties may include any extra price per gallon over agreed upon contract pricing and any additional freight costs incurred. This is for normal operations only.

5. Pricing Proposal

Pricing Sheet- OPIS Daily Low

Bidders shall submit pricing as a markup over OPIS Daily low as detailed in Section 4.3.A . Bidder(s) shall complete all fields.

Line Item	Fuel Type	Unit of Measure	Markup
1	Ultra Low Sulfur Diesel +/- 7500 gallons	GAL	
2	Ultra Low Sulfur Diesel less than 7500 gallons	GAL	
3	E-10 Fuel +/- to 8000 gallons	GAL	
4	E-10 Fuel less than 8000 gallons	GAL	
5	Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	GAL	
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	GAL	

Pricing Sheet- OPIS Daily Average

Bidders shall submit pricing as a markup over OPIS Daily average as detailed in Section 4.3.A . Bidder(s) shall complete all fields.

Line Item	Fuel Type	Unit of Measure	Markup
1	Ultra Low Sulfur Diesel +/- 7500 gallons	GAL	
2	Ultra Low Sulfur Diesel less than 7500 gallons	GAL	
3	E-10 Fuel +/- to 8000 gallons	GAL	
4	E-10 Fuel less than 8000 gallons	GAL	
5	Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	GAL	
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	GAL	

Pricing Sheet - Split Loads

Bidder(s) shall enter any additional fee for split loads. Bidder(s) shall enter zero dollars (\$0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional Fee for Split Loads (Quantity is an estimate only)	25	EA		
Total					

Pricing Sheet- Above Ground Tanks

Bidder(s) shall enter any additional fee for above ground tanks. Bidder(s) shall enter zero dollars (\$0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional fee for above ground tanks	1	EA		
Total					

Pricing Sheet- Tank Wagon

Bidder(s) shall enter any additional drop charge for tank wagon delivery. Bidder(s) shall enter zero dollars (\$0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional Drop Charge for tank wagon delivery	1	EA		
Total					

Columns

6. Vendor Questionnaire

1. Do you agree to this special condition.*

By checking yes, the vendor agrees to the special conditions as contained in this section:

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

☐ Yes

☐ No

*Response required

2. Do you agree to comply with the E-verify requirements? *

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

☐ Yes

☐ No

*Response required

3. Do you agree to comply with the FEMA federal contract provisions?*

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

☐ Yes

☐ No

*Response required

4. Please complete and upload the Federal Contract Provisions. *

Please download the below documents, complete, and upload.

[Federal Contract Provisions.pdf](#)

*Response required

5. Contractor/Proposer attestation*

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

☐ Yes

☐ No

*Response required

6. Submission of Offers *

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through the County's [eProcurement Portal](#) by the date and time posted. Bids received after the posted date and time may not be considered. Do not submit confidential information, proprietary information and/or trade secrets.

****By checking yes, the vendor acknowledges the information provided above regarding offer submission.**

☐ Yes

☐ No

*Response required

7. Name and Title of Authorized Agent of the firm (from General Terms and Conditions)*

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a bid via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Enter response

*Response required

8. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?*

Please indicate response.

☐ Yes

☐ No

*Response required

9. If you indicated YES to Volusia County board/committee question above...

If you indicated YES to the question above regarding owners, principals, or officers of the firm serving on any Volusia County board(s) or committee(s), please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

Enter response

10. Scope of Work (from General Terms and Conditions)*

By checking 'yes', vendor acknowledges that they have fully read and understand the above Scope of Work / Technical Specifications and will furnish said product or services according to the specifications or scope of work detailed within this ITB if awarded.

☐ Yes

☐ No

*Response required

11. REVISIONS | ADDENDA | QUESTIONS & ANSWERS *

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

☐ Yes

☐ No

*Response required

12. Please provide Proof of Insurance*

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

13. Hold Harmless Agreement. *

Please download the below documents, complete, and upload.

 [Hold Harmless Agreement\(492425\)_Volusia.pdf](#)

*Response required

14. Forms

14.1. Bid Submittal Form *

Please download the Bid Submittal form from the attachment section, complete and upload.

*Response required

14.2. W9*

*Response required

14.3. Florida Department of State, Division of Corporations' Detail by Entity Name Report *

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

*Response required

14.4. Certification Affidavit by Prime Contractor as Local Business*

Certification Affidavit by Prime Contractor as Local Business

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

☐ Yes

☐ No

*Response required

14.5. Certification Affidavit of Subcontractor as Local Business *

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

☐ Yes

☐ No

*Response required

14.6. Conflict of Interest *

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes☐ No

*Response required

14.7. Enter explanation of the conflict of interest as indicated above. *

If no conflict of interest enter :NONE

Enter response

*Response required

14.8. . Public Entity Crime*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) 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 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes☐ No

*Response required

14.9. Scrutinized Companies Certification *

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

☐ Yes☐ No

*Response required

14.10. Drug-Free Workplace *

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

☐ Yes☐ No

*Response required

14.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving

stolen property.

- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes

☐ No

*Response required

14.12. Enter explanation of the 'No' response to the Certification Regarding Debarment,*

Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

OR

Enter NONE if not applicable

Enter response

*Response required

15. Additional Information

15.1. Fuel Terminal Location*

Bidder(s) shall enter which terminal will be utilized to supply fuel.

Enter response

*Response required

15.2. Delivery and/or availability*

Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise, from the ordering entity.

Please confirm that your firm can comply with this timeline.

Enter response

*Response required

15.3. Additional Fee Information

Bidder(s) may add any explanation of additional fees that may apply.

Enter response

15.4. Do you accept electronic funds transfer (EFT)? *

☐ Yes

☐ No

*Response required

15.5. If YES to EFT question above, provide percentage: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

Enter response

*Response required

15.6. Payment Terms *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

Enter response

*Response required

15.7. Please submit your total number of employees. *

Enter response

*Response required

15.8. Are you a sole proprietor? *

- ☐ Yes
☐ No

*Response required

15.9. Fuel Redetermination*

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Enter response

*Response required

15.10. Which fuel type does your firm use primarily: **

- ☐ diesel fuel
☐ gasoline
☐ other

*Response required

15.11. Wage Redetermination **

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Enter response

*Response required

15.12. References *

Please download the below documents, complete, and upload.

 [References_Form\(492427\).pdf](#)

*Response required

7. Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority. **Bidder:** One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.


Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.


Protest: See process at www.volusia.org/purchasing.


Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.


Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

8. Attachments/Exhibits

 [A - Required Types and Limits of Insurance](#)

 [B - Attachment B- Fuel Site Information- Revision 2](#)

 [C - Volusia Bid Submittal Form\(492426\)](#)

 [D - Federal Contract Provisions](#)

 [E - Volusia References Form\(492427\)](#)

REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

BID SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] _____ has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

x

Signature / Authorized Signatory

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dun & Bradstreet #

Federal I.D. #

Required Types & Limits of Insurance

24-B-61LS Bulk Fuel

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, City of Edgewater, City of Ormond Beach, Flagler County	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Contractor, its subcontractors & independent contractors shall name as Additional Insureds: County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, City of Edgewater, City of Ormond Beach, Flagler County <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, City of Edgewater, City of Ormond Beach, Flagler County <input checked="" type="checkbox"/> Primary & non-contributory with any insurance or self-insurance maintained by all Additional Insureds.	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	\$ 1,000,000
	Personal & Adv Inj.	\$ 1,000,000
	Fire Damage	\$
		\$
AUTO LIABILITY <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Contractor, its subcontractors & independent contractors shall name as Additional Insureds: County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, City of Edgewater, City of Ormond Beach, Flagler County <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, City of Edgewater, City of Ormond Beach, Flagler County	Combined Single Limit	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$

<p>TRANSPORTATION POLLUTION LIABILITY</p> <p><input checked="" type="checkbox"/> Contractor, its subcontractors & independent contractors shall name as Additional Insureds: County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, City of Edgewater, City of Ormond Beach, Flagler County</p> <p><input checked="" type="checkbox"/> Waiver of Subrogation in favor of County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, City of Edgewater, City of Ormond Beach, Flagler County</p> <p><input checked="" type="checkbox"/> Primary & non-contributory with any insurance or self-insurance maintained by all Additional Insureds.</p> <p><input checked="" type="checkbox"/> Coverage shall include loading, unloading, and transport of fuel.</p> <p><input checked="" type="checkbox"/> Misdelivery of Liquid Products</p>	<p>\$ 3,000,000 per claim</p> <p>\$ 3,000,000 Aggregate</p>
<p>CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:</p>	
<p>Certificate Holder:</p> <p>County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720</p> <p>ATTN: <u>Lisa Smith</u></p>	

FEDERAL CONTRACT PROVISIONS

Contractor agrees to comply with all requirements checked below



Equal Employment Opportunity – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Davis Bacon Act Equal Employment Opportunity – applies to all contracts for construction work as defined above.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.



Copeland Anti-Kickback Act

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”



Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



Rights to Inventions Made Under a Contract or Agreement

If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)



Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



Debarment and Suspension

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.



Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.



Procurement Of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



Access to Records

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.



Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.



Department of Homeland Security (DHS) Seal, Logo, and Flags

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

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



Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."



No Obligation by Federal Government

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



Program Fraud and False or Fraudulent Statements or Related Acts

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

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

✕

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

APPENDIX A, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX B, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



Fuel Sites
Attachment B
Fuel Site Information

DW = double walled
 AST = Above Ground Tank
 UST = Under Ground Tank

Volusia County							
FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
9809259	Indian Lake Road 1336 Indian Lake Road Daytona Beach 32724	1 ea. 12,000 gal Vehicular Gasoline, DW, steel AST. 1 ea. 10,000 gal Vehicular Diesel, DW steel AST 1 ea. 10,000 gal Vehicular Gasoline, DW, steel AST	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	42,000		473,000
9103512	Tomoka Landfill 1990 Tomoka Farms Rd Daytona Beach 32124	1 ea. 12,000 gal Vehicular Diesel ASTs, DW, Steel. 1 ea. 10,000 Vehicular Off-Road Disel, DW 1 ea 12,000 gal Vehicular Gasoline, DW steel AST	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	65,000	213,000	22,000
8622777	Deland Road & Bridge 2560 West Highway 44 Deland 32720	1 ea. 10,000 gal Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 10,000 gal Vehicular Diesel UST, DW, Fiberglass	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	9,900		128,000
8522683	Osteen Road & Bridge 200 North Highway 415 Osteen 32764	1 ea. 12,000 gal Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	18,000		102,000
8622679	NSB Road & Bridge 534 North Old Dixie Highway New Smyrna Beach 32168	1 ea. 12,000 gal Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	77,000		128,000
9810955	Transfer Station 261 Deland Crossings Blvd. Deland 32724	1 ea 12,000 gal Vehicular Diesel AST, DW, Steel. 1 ea. 12,000 gal Vehicular Gasoline AST, DW Steel.	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	105,000		189,000
9400111	EVAC 122 Carswell Ave. 112 Carswell Ave. Holly Hill, 32017	1 ea. 4,000 gal Vehicular Diese AST, DW, Steel	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	An 18 wheeler truck cannot make deliveries to this location due to the small area to turn around in. A tank wagon style truck can. The fuel is then pumped into a fill that is located on top of the tank with a nozzle style hose. There is a ladder on site so the driver can reach the fill.	100,000		
Flagler County							
FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
9807845	Flagler County 1769 E. Moody Blvd. Bunnell, FL 2110	1 ea 30,000 Gal above ground double wall for Unleaded fuel 1 ea. 30,000 gal above ground double wall for Diesel. Electronic monitoring of interstice and continuous automatic tank gauge system.	Andrew Pearson 386-313-4178 apearson@flaglercounty.org	None	100,000		450,000
City of Daytona Beach							
FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
9700983	Bethune Point WWTP 1 Shady Place Daytona Beach, FL 32114	1 ea.6,000 gal Vehicular Diesel AST, DW 1 ea.1,000 gal Vehicular Diesel, AST, DW.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	4,500		0
8631491	Fire Station #3 945 N. Halifax Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal Vehicular Diesel DW fiberglass UST	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	6,300		
8622691	Westside Regional WWTP 3651 LPGA Blvd. Daytona Beach, FL 32117	2 ea. 6,000 gal Vehicular diesel DW steel AST. 1 ea. 4,000 gal Vehicular Diesel DW steel AST. 1 ea. 12,000 gal Vehicular Diesel DW steel UST. 1 ea. 12,000 gal Unleaded Gas DW steel UST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	10,000		89,000
8622689	Public Works Complex 950 Bellevue Avenue Daytona Beach, FL 32114	2 ea. 12,000 gal Unleaded gas DW steel AST. 1 ea. 12,000 gal Vehicular Diesel DW steel AST. 1 ea. 2,000 gal Premium gas. DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	46,000		365,000
8517330	Golf & Country Club 600 Wilder Blvd. Daytona Beach, FL 32114	1 ea. 1,000 gal Vehicular Diesel DW steel AST. 1ea. 2,000 gal Unleaded Gas DW steel AST.	Brian Jaquet 386-671- 3502 jaquetbrian@codb.us	None	2,000		61,000

9300590	Lift Station #1110 1612 Richard Petty Blvd Daytona Beach, FL 32115	1 ea. 1,000 gal Vehicular Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	Unk		
8631492	Fire Station #4 1675 Mason Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal Vehicular Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	12,000		
9300589	Lift Station #1162 2020 Beville Road Daytona Beach, FL 32115	1 ea. 1,000 gal Vehicular Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	Unk		
9300588	Lift Station #1105 647 Shady Place Daytona Beach, FL 32114	1 ea. 1,000 gal Vehicular Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	0		
9818612	Lift Station # 148 Halifax Medical Center	1 ea, 660 gal generator Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	Varries based on hurrican activity.		
9818847	Lift Station # 151 337 High Tide Lane Daytona Beach, FL 32124	1 ea, 740 gal generator Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	Varries based on hurrican activity.		
9819189	First Step Shelter 3889 W. ISB Daytona Beach, FL 32124	1 ea, 876 gal Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	3,500		
9819860	Heineman St Potable Tank PS 705 N. Clyde Morris Blvd. Daytona Beach, FL 32114	1 ea, 3052 gal Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	3,000		

City of Ormond Beach

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
9100520	Fleet Operations 500 N Orchard St Ormond Beach, FL 32174	1 ea. 12,000 gal Vehicular Gasoline, DW, Fiberglass UST. 1 ea. 12,000 Diesel. DW Fiberglass UST 1 ea. 6,000 AGT, Gasoline, Concrete DW	Kevin Gray 386-676-3265 (C) 386-316-7725 kevin.gray@ormondbeach.org	None	45,000		104,000
8622685	Transfer Station & WW PLT 550 N Orchard St Ormond Beach	1 ea 6,000 gal Off-Road Diesel UGT, SW. 1 ea. 2000 gal Off-Road Diesel, SW 1 ea. 4,000 gal Off-Road Diesel SW, AGT 1 ea. 6500 Gal Off-Road Diesel, SW Steel AGT	Kevin Gray 386-676-3265 (C) 386-316-7725 kevin.gray@ormondbeach.org	None		6,000	
9801353	Water Plant 301 Jefferson St Ormond Beach	1 ea. 6,000 gal Off-Road Diesel, DW Concrete AGT. 1 ea. 5,200 Off-Road Diesel, DW Concrete AGT 1 ea. 2,000 Off-Road Diesel , SW Steel AGT	Kevin Gray 386-676-3265 (C) 386-316-7725 kevin.gray@ormondbeach.org	None		2,000	

Volusia County School Board

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8631507	Daytona Transportation 1648 Hancock Blvd. Daytona Beach, FL 32114	1 ea. 10,000 gal Vehicular Gasoline,DW, Steel AST 3 ea. 10,000 Diesel, DW Steel AST	Chris Boyer 386-258-4677 x50542 Cell 386-717-0665 cjboyer@volusia.k12.fl.us	None	202,000		27,000
8841492	New Smyrna Beach Transportation 1294 Turnbull Bay Rd. New Smyrna Beach, FL 32169	1 ea. 10,000 gal Vehicular Gasoline, DW, FG UST. 1 ea. 10,000 Diesel. DW FG UST	Chris Boyer 386-258-4677 x50542 Cell 386-717-0665 cjboyer@volusia.k12.fl.us	None	72,000		10,000
9202882	Deltona Transportation 2101 Eutace Ave. Deltona, FL 32725	1 ea. 10,000 gal Vehicular Diesel, DW, FG UST. 1 ea. 6,000 Gasoline. DW FG UST. 1 ea. 20,000 gal Diesel DW Steel AST	Chris Boyer 386-258-4677 x50542 Cell 386-717-0665 cjboyer@volusia.k12.fl.us	None	173,000		23,000

9047255	Deland Transportation 1301 Shapiro Dr. Deland, FL 32724	1 ea. 10,000 gal Vehicular Gasoline, DW, FG UST. 1 ea. 10,000 Diesel. DW FG UST	Chris Boyer 386-258-4677 x50542 Cell 386-717-0665 cjboyer@volusia.k12.fl.us	None	135,000		27,000
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City of Port Orange

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8731587	Public Works 407 Virginia Avenue Port Orange, FL 32127	1 ea. 12,000 gal Vehicular Gasoline, DW, steel UST. 1 ea. 12,000 Low Sulfur Diesel. DW steel UST	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None	55,000		50,000
8944554	City Center Annex 1395 Dunlawton Ave Port Orange, FL 32129	1 ea. 12,000 gal Vehicular Gasoline, DW, steel UST. 1 ea. 2,000 gal Low Sulfur Dyed Diesel for backup generator only.	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None		2,000	95,000
9803333	Fire Station 74 6701 Airport Road Port Orange, FL 32128	1 ea. 3,000 gal Low Sulfur Diesel, DW steel UST.	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
8942981	Cambridge Basin Generator 5839 Trailwood Dr. Port Orange, FL 32129	1 ea. 3,000 gal Low Sulfur Dyed Diesel, DW steel AST.	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
9811682	Port Orange Police Dept 4545 S. Clyde Morris Blvd. Port Orange, FL 32129	2 ea. 2,500 gal Low Sulfur Dyed Diesel, DW steel AST.	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
8731583	Garnsey Water Plant 4400 Wellfield Dr. Port Orange, FL 32129	1 ea. 5,200 gal Low Sulfur Dyed Diesel, DW steel AST.	Christina Potts 386-506-5773 cpotts@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
9103196	Port Orange Wastewater Plant 817 Oak St. Port Orange, FL 32127	2 ea. 4,000 gal Low Sulfur Dyed Diesel, DW steel AST for Generators	Steve Parnell 386-506-5786 sparnell@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		

City of New Smyrna Beach

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8622701	NSB Public Works 124 Industrial Park Ave New Smyrna Beach 32168	1 ea. 10,000 Gal Vehicular Gasoline, SW, steel AST 1 ea. 10,000 Gal Vehicular Diesel, SW, steel AST	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	45,000		135,000
9807269	NSB Fire Station 51 151 Williamson Blvd. New Smyrna Beach 32168	1 ea. 1,000 Vehicular Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	6,000		
9811632	NSB Fire Station 52 500 E. Third Ave. New Smyrna Beach 32168	1 ea. 1,000 Vehicular Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	6,000		
9812197	NSB Police Station 246 Industrial Park Ave New Smyrna Beach 32168	1 ea. 6,500 Gal Off Road Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
9812196	NSB Fire Station 53 238 Industrial Park Ave New Smyrna Beach 32168	1 ea. 2,000 Gal Off Road Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
8734991	NSB Golf Course 1000 Wayne Ave New Smyrna Beach 32168	1 ea. 1,000 Gal Compartmented AST 5/5 Vehicular Gasoline/ Off Road Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		

Non-regulated	NSB Sports Complex 1800 Turnbull Bay Rd New Smyrna Beach 32168	1 ea. 500 Gal Compartmented AST 2.5/2.5 Vehicular Gasoline/Off Road Diesel, DW, steel AST	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
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VOTRAN

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8517745	Volusia County Transit 950 Big Tree Road South Daytona, FI 32119	2 ea. 15,000 gal Vehicular Diesel UST, DW, Fiberglass. 1 ea. 2,500 gal Vehicular Gasoline UST,DW,Fiberglass	Rick Kazawitch 386-756-7496 x4121 (C) 386- 566-5560 rkazawitch@volusia.org	None	466,000		169,000
9806496	924 E. Rhode Island Ave Orange City, FI 32763	2 ea. 12,000 gal diesel AST's 1 ea. 5,000 gals unleaded AST	Rick Kazawitch 386-756-7496 x4121 (C) 386- 566-5560 rkazawitch@volusia.org	None	138,000		88,000

City of South Daytona

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8622688	City of South Daytona 1770 Segrave St. South Daytona, FI	1 ea. 10,000 gal 3/7 Vehicular Diesel, Gasoline DW AST.	Mark Smith 386 322-3084 (C) 386-233-5701 msmith@southdaytona.org	Need a small tank wagon truck	9,500	1,000 dependant upon hurrican season	43,000

City of DeLand

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8622696	City of DeLand, Public Works 1102 S Garfield Ave DeLand, FL, 32724	1 ea. 3,000 gal Vehicular Diesel, DW AST 1 ea. 10, 000 Vehicular Unleaded DW AST	Jeff Malik 386-626-7198 malikj@deland.org	None	32,000		66,000
8622696	City of DeLand, Fire Station 82 257 W. International Speedway DeLand, FL, 32720	1 ea. 3,000 gal Vehicular Diesel, DW AST	Jeff Malik 386-626-7198 malikj@deland.org	None	32,000		

Daytona Beach International Airport

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
648517331	DBIA Fire Pump Gen. 700 Catalina Ave. Daytona Beach 32114 Adjacent to Terminal Building Escort Required	1 ea. 600 gal Emergency Generator Diesel AST, Vaulted Steel.	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirment but no equipment requirements.	300		
649806958	DBIA Main Terminal Generator 700 Catalina Avenue #300 Daytona Beach 32114 At service entrance to terminal Escort Required	1 ea. 6000 gal Emergency Generator Diesel. DW, Steel.	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirement but no equipment requirements.	3,000		
649813448	DBIA Air Cargo Building 401 Innovation Way, Daytona Beach 32114 Entrance requires escort	1 ea. 1300 Emergency Generator, DW, Steel	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirement but no equipment requirements.	500		
649806809	DBIA Electrical Vault 700 Catalina Ave. # 300, Daytona Beach 32114 Adjacent to Fire Station 17 Escort required	1 ea. 1000 gal Emergency Generator Diesel AST, Vaulted Steel DW.	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirment but no equipment requirements.	1,000		
649815952	Fire Station #17 2316 Bellevue Ave.Daytona Beach 32114	1 ea. 4000 gal Diesel AST DW Steel	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirment but no equipment requirements.	2,000		

649815378	DBIA Fuel Farm 301 Innovation Way Daytona Beach, 32114 Escort Required	1 ea. 2000 gal Vehicular Gasoline AST, Vaulted Steel 1 ea. 2000 gal Vehicular Diesel AST, Vaulted Steel.	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirment but no equipment requirements.	2,000		2,000
City of Edgewater							
FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8622755	City of Edgewater 409 Mango Tree Dr Edgewater FL 32132	1ea. 16,000 gal 7/9 Vehicular Diesel,Gasoline AST, DW Steel.	Dicy Hall dhall@cityofedgewater.org	Special access requirment but no equipment requirements.	70,000		72,000



Fuel Sites
Attachment B
Fuel Site Information

DW = double walled
 AST = Above Ground Tank
 UST = Under Ground Tank

Volusia County							
FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
9809259	Indian Lake Road 1336 Indian Lake Road Daytona Beach 32724	1 ea. 12,000 gal Vehicular Gasoline, DW, steel AST. 1 ea. 10,000 gal Vehicular Diesel, DW steel AST 1 ea. 10,000 gal Vehicular Gasoline, DW, steel AST	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	42,000		473,000
9103512	Tomoka Landfill 1990 Tomoka Farms Rd Daytona Beach 32124	1 ea. 12,000 gal Vehicular Diesel ASTs, DW, Steel. 1 ea. 10,000 Vehicular Off- Road Disel, DW 1 ea 12,000 gal Vehicular Gasoline, DW steel AST	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	65,000	213,000	22,000
8622777	Deland Road & Bridge 2560 West Highway 44 Deland 32720	1 ea. 10,000 gal Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 10,000 gal Vehicular Diesel UST, DW, Fiberglass	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	9,900		128,000
8522683	Osteen Road & Bridge 200 North Highway 415 Osteen 32764	1 ea. 12,000 gal Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	18,000		102,000
8622679	NSB Road & Bridge 534 North Old Dixie Highway New Smyrna Beach 32168	1 ea. 12,000 gal Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	77,000		128,000
9810955	Transfer Station 261 Deland Crossings Blvd. Deland 32724	1 ea 12,000 gal Vehicular Diesel AST, DW, Steel. 1 ea. 12,000 gal Vehicular Gasoline AST, DW Steel.	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	None	105,000		189,000
9400111	EVAC 122 Carswell Ave. 112 Carswell Ave. Holly Hill, 32017	1 ea. 4,000 gal Vehicular Diese AST, DW, Steel	Name:Craig Conner 386-254-1858 x11857 cconner@volusia.org	An 18 wheeler truck cannot make deliveries to this location due to the small area to turn around in. A tank wagon style truck can. The fuel is then pumped into a fill that is located on top of the tank with a nozzle style hose. There is a ladder on site so the driver can reach the fill.	100,000		
Flagler County							
FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
9807845	Flagler County 1769 E. Moody Blvd. Bunnell, FL 2110	1 ea 30,000 Gal above ground double wall for Unleaded fuel 1 ea. 30,000 gal above ground double wall for Diesel. Electronic monitoring of interstice and continuous automatic tank gauge system.	Andrew Pearson 386-313-4178 apearson@flaglercounty.org	None	100,000		450,000
City of Daytona Beach							
FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
9700983	Bethune Point WWTP 1 Shady Place Daytona Beach, FL 32114	1 ea.6,000 gal Vehicular Diesel AST, DW 1 ea.1,000 gal Vehicular Diesel, AST, DW.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	4,500		0
8631491	Fire Station #3 945 N. Halifax Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal Vehicular Diesel DW fiberglass UST	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	6,300		
8622691	Westside Regional WWTP 3651 LPGA Blvd. Daytona Beach, FL 32117	2 ea. 6,000 gal Vehicular diesel DW steel AST. 1 ea. 4,000 gal Vehicular Diesel DW steel AST. 1 ea. 12,000 gal Vehicular Diesel DW steel UST. 1 ea. 12,000 gal Unleaded Gas DW steel UST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	10,000		89,000
8622689	Public Works Complex 950 Bellevue Avenue Daytona Beach, FL 32114	2 ea. 12,000 gal Unleaded gas DW steel AST. 1 ea. 12,000 gal Vehicular Diesel DW steel AST. 1 ea. 2,000 gal Premium gas. DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	46,000		365,000
8517330	Golf & Country Club 600 Wilder Blvd. Daytona Beach, FL 32114	1 ea. 1,000 gal Vehicular Diesel DW steel AST. 1ea. 2,000 gal Unleaded Gas DW steel AST.	Brian Jaquet 386-671- 3502 jaquetbrian@codb.us	None	2,000		61,000

9300590	Lift Station #1110 1612 Richard Petty Blvd Daytona Beach, FL 32115	1 ea. 1,000 gal Vehicular Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	Unk		
8631492	Fire Station #4 1675 Mason Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal Vehicular Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	12,000		
9300589	Lift Station #1162 2020 Beville Road Daytona Beach, FL 32115	1 ea. 1,000 gal Vehicular Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	Unk		
9300588	Lift Station #1105 647 Shady Place Daytona Beach, FL 32114	1 ea. 1,000 gal Vehicular Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	0		
9818612	Lift Station # 148 Halifax Medical Center	1 ea. 660 gal generator Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	Varries based on hurrican activity.		
9818847	Lift Station # 151 337 High Tide Lane Daytona Beach, FL 32124	1 ea. 740 gal generator Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	Varries based on hurrican activity.		
9819189	First Step Shelter 3889 W. ISB Daytona Beach, FL 32124	1 ea. 876 gal Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	3,500		
9819860	Heineman St Potable Tank PS 705 N. Clyde Morris Blvd. Daytona Beach, FL 32114	1 ea. 3052 gal Diesel DW steel AST.	Robert Campbell 386-671-8684 (C) 386-451-2620 campbellr@codb.us	None	3,000		

City of Ormond Beach

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
9100520	Fleet Operations 500 N Orchard St Ormond Beach, FL 32174	1 ea. 12,000 gal Vehicular Gasoline, DW, Fiberglass UST. 1 ea. 12,000 Diesel. DW Fiberglass UST 1 ea. 6,000 AGT, Gasoline, Concrete DW	Kevin Gray 386-676-3265 (C) 386-316-7725 kevin.gray@ormondbeach.org	None	45,000		104,000
8622685	Transfer Station & WW PLT 550 N Orchard St Ormond Beach	1 ea 6,000 gal Off-Road Diesel UGT, SW. 1 ea. 2000 gal Off-Road Diesel, SW 1 ea. 4,000 gal Off-Road Diesel SW, AGT 1 ea. 6500 Gal Off-Road Diesel, SW Steel AGT	Kevin Gray 386-676-3265 (C) 386-316-7725 kevin.gray@ormondbeach.org	None		6,000	
9801353	Water Plant 301 Jefferson St Ormond Beach	1 ea. 6,000 gal Off-Road Diesel, DW Concrete AGT. 1 ea. 5,200 Off-Road Diesel, DW Concrete AGT 1 ea. 2,000 Off-Road Diesel, SW Steel AGT	Kevin Gray 386-676-3265 (C) 386-316-7725 kevin.gray@ormondbeach.org	None		2,000	

Volusia County School Board

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8631507	Daytona Transportation 1648 Hancock Blvd. Daytona Beach, FL 32114	1 ea. 10,000 gal Vehicular Gasoline,DW, Steel AST 3 ea. 10,000 Diesel, DW Steel AST	Chris Boyer 386-258-4677 x50542 Cell 386-717-0665 cjboyer@volusia.k12.fl.us	None	202,000		27,000
8841492	New Smyrna Beach Transportation 1294 Turnbull Bay Rd. New Smyrna Beach, FL 32169	1 ea. 10,000 gal Vehicular Gasoline, DW, FG UST. 1 ea. 10,000 Diesel. DW FG UST	Chris Boyer 386-258-4677 x50542 Cell 386-717-0665 cjboyer@volusia.k12.fl.us	None	72,000		10,000
9202882	Deltona Transportation 2101 Eutace Ave. Deltona, FL 32725	1 ea. 10,000 gal Vehicular Diesel, DW, FG UST. 1 ea. 6,000 Gasoline. DW FG UST. 1 ea. 20,000 gal Diesel DW Steel AST	Chris Boyer 386-258-4677 x50542 Cell 386-717-0665 cjboyer@volusia.k12.fl.us	None	173,000		23,000

9047255	Deland Transportation 1301 Shapiro Dr. Deland, FL 32724	1 ea. 10,000 gal Vehicular Gasoline, DW, FG UST. 1 ea. 10,000 Diesel. DW FG UST	Chris Boyer 386-258-4677 x50542 Cell 386-717-0665 cjboyer@volusia.k12.fl.us	None	135,000		27,000
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City of Port Orange

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8731587	Public Works 407 Virginia Avenue Port Orange, FL 32127	1 ea. 12,000 gal Vehicular Gasoline, DW, steel UST. 1 ea. 12,000 Low Sulfur Diesel. DW steel UST	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None	55,000		50,000
8944554	City Center Annex 1395 Dunlawton Ave Port Orange, FL 32129	1 ea. 12,000 gal Vehicular Gasoline, DW, steel UST. 1 ea. 2,000 gal Low Sulfur Dyed Diesel for backup generator only.	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None		2,000	95,000
9803333	Fire Station 74 6701 Airport Road Port Orange, FL 32128	1 ea. 3,000 gal Low Sulfur Diesel, DW steel UST.	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
8942981	Cambridge Basin Generator 5839 Trailwood Dr. Port Orange, FL 32129	1 ea. 3,000 gal Low Sulfur Dyed Diesel, DW steel AST.	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
9811682	Port Orange Police Dept 4545 S. Clyde Morris Blvd. Port Orange, FL 32129	2 ea. 2,500 gal Low Sulfur Dyed Diesel, DW steel AST.	Jim McBride 386-506-5579 (C) 386-527-6834 jmcbride@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
8731583	Garnsey Water Plant 4400 Wellfield Dr. Port Orange, FL 32129	1 ea. 5,200 gal Low Sulfur Dyed Diesel, DW steel AST.	Christina Potts 386-506-5773 cpotts@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
9103196	Port Orange Wastewater Plant 817 Oak St. Port Orange, FL 32127	2 ea. 4,000 gal Low Sulfur Dyed Diesel, DW steel AST for Generators	Steve Parnell 386-506-5786 sparnell@port-orange.org	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		

City of New Smyrna Beach

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8622701	NSB Public Works 124 Industrial Park Ave New Smyrna Beach 32168	1 ea. 10,000 Gal Vehicular Gasoline, SW, steel AST 1 ea. 10,000 Gal Vehicular Diesel, SW, steel AST	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	45,000		135,000
9807269	NSB Fire Station 51 151 Williamson Blvd. New Smyrna Beach 32168	1 ea. 1,000 Vehicular Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	6,000		
9811632	NSB Fire Station 52 500 E. Third Ave. New Smyrna Beach 32168	1 ea. 1,000 Vehicular Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	6,000		
9812197	NSB Police Station 246 Industrial Park Ave New Smyrna Beach 32168	1 ea. 6,500 GalOff Road Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
9812196	NSB Fire Station 53 238 Industrial Park Ave New Smyrna Beach 32168	1 ea. 2,000 GalOff Road Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
8734991	NSB Golf Course 1000 Wayne Ave New Smyrna Beach 32168	1 ea. 1,000 Gal Compartmented AST 5/5 Vehicular Gasoline/ Off Road Diesel, DW	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		

Non-regulated	NSB Sports Complex 1800 Turnbull Bay Rd New Smyrna Beach 32168	1 ea. 500 Gal Compartmented AST 2.5/2.5 Vehicular Gasoline/Off Road Diesel, DW, steel AST	Heath Hall 386-424-2210 Cell 386-527-4400 hhall@cityofnsb.com	None	Backup generator site. Off Road usage will vary because of hurricanes and storms.		
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VOTRAN

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8517745	Volusia County Transit 950 Big Tree Road South Daytona, FI 32119	2 ea. 15,000 gal Vehicular Diesel UST, DW, Fiberglass. 1 ea. 2,500 gal Vehicular Gasoline UST,DW,Fiberglass	Rick Kazawitch 386-756-7496 x4121 (C) 386- 566-5560 rkazawitch@volusia.org	None	466,000		169,000
9806496	924 E. Rhode Island Ave Orange City, FI 32763	2 ea. 12,000 gal diesel AST's 1 ea. 5,000 gals unleaded AST	Rick Kazawitch 386-756-7496 x4121 (C) 386- 566-5560 rkazawitch@volusia.org	None	138,000		88,000

City of South Daytona

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8622688	City of South Daytona 1770 Segrave St. South Daytona, FI	1 ea. 10,000 gal 3/7 Vehicular Diesel, Gasoline DW AST.	Mark Smith 386 322-3084 (C) 386-233-5701 msmith@southdaytona.org	Need a small tank wagon truck	9,500	1,000 dependant upon hurrican season	43,000

City of DeLand

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8622696	City of DeLand, Public Works 1102 S Garfield Ave DeLand, FL, 32724	1 ea. 3,000 gal Vehicular Diesel, DW AST 1 ea. 10, 000 Vehicular Unleaded DW AST	Jeff Malik 386-626-7198 malikj@deland.org	None	32,000		66,000
8622696	City of DeLand, Fire Station 82 257 W. International Speedway DeLand, FL, 32720	1 ea. 3,000 gal Vehicular Diesel, DW AST	Jeff Malik 386-626-7198 malikj@deland.org	None	32,000		

Daytona Beach International Airport

FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
648517331	DBIA Fire Pump Gen. 700 Catalina Ave. Daytona Beach 32114 Adjacent to Terminal Building Escort Required	1 ea. 600 gal Emergency Generator Diesel AST, Vaulted Steel.	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirment but no equipment requirements.	300		
649806958	DBIA Main Terminal Generator 700 Catalina Avenue #300 Daytona Beach 32114 At service entrance to terminal Escort Required	1 ea. 6000 gal Emergency Generator Diesel. DW, Steel.	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirement but no equipment requirements.	3,000		
649813448	DBIA Air Cargo Building 401 Innovation Way, Daytona Beach 32114 Entrance requires escort	1 ea. 1300 Emergency Generator, DW, Steel	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirement but no equipment requirements.	500		
649806809	DBIA Electrical Vault 700 Catalina Ave. # 300, Daytona Beach 32114 Adjacent to Fire Station 17 Escort required	1 ea. 1000 gal Emergency Generator Diesel AST, Vaulted Steel DW.	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirment but no equipment requirements.	1,000		
649815952	Fire Station #17 2316 Bellevue Ave.Daytona Beach 32114	1 ea. 4000 gal Diesel AST DW Steel	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirment but no equipment requirements.	2,000		

649815378	DBIA Fuel Farm 301 Innovation Way Daytona Beach, 32114 Escort Required	1 ea. 2000 gal Vehicular Gasoline AST, Vaulted Steel 1 ea. 2000 gal Vehicular Diesel AST, Vaulted Steel.	Dwayne Book 386-547-0038 dbook@flydab.com	Special access requirment but no equipment requirements.	2,000		2,000
City of Edgewater							
FACID	Site Name	Tank Attributes	Project Manager	Special Delivery Requirements	Estimated Annual ULSD	Estimated Annual Off Road	Estiamted Annual Gasoline
8622755	City of Edgewater 409 Mango Tree Dr Edgewater FL 32132	1ea. 16,000 gal 7/9 Vehicular Diesel,Gasoline AST, DW Steel.	Dicy Hall dhall@cityofedgewater.org	Special access requirment but no equipment requirements.	70,000		72,000

INVITATION FOR BID

24-B-61LS

BULK FUEL

County of Volusia
123 W. Indiana Ave.
DeLand, FL 32720



RELEASE DATE: February 16, 2024

DEADLINE FOR QUESTIONS: March 4, 2024

RESPONSE DEADLINE: March 19, 2024, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/volusia>

County of Volusia
INVITATION FOR BID
Bulk Fuel

I.	Introduction.....
II.	Terms and Conditions
III.	General Terms and Conditions
IV.	Scope of Work
V.	Pricing Proposal
VI.	Vendor Questionnaire.....
VII.	Definitions

Attachments:

- A - Required Types and Limits of Insurance
- B - Attachment B- Fuel Site Information- Revision 2
- C - Volusia Bid_Submittal_Form(492426)
- D - Federal_Contract_Provisions_
- E - Volusia References_Form(492427)

1. Introduction

1.1. Summary

The County of Volusia and other entities, known as the Consortium, are seeking qualified fuel contractors to supply bulk fuel.

1.2. Contact Information

Myra Lisa Smith

Purchasing Analyst II

123 W. Indiana Avenue, Room 302

DeLand, FL 32720

Email: mlsmith@volusia.org

Phone: [\(386\) 822-5788](tel:(386)822-5788)

Department:

Fleet Management

1.3. Timeline

Release Project Date	February 16, 2024
Question Submission Deadline	March 4, 2024, 11:59pm
Proposal Submission Deadline	March 19, 2024, 3:01pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#

2. Terms and Conditions

2.1. Special Conditions

A. Bid Closing Date

Bids must be received through the County's [eProcurement Portal](#) before 3:01 pm on Tuesday, March 19, 2024. Bids received after this time will not be considered.

B. No Pre-bid Conference will be held.

2.2. Authorized Official

The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

2.3. Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Cost; Markup above OPIS Daily low and OPIS Daily average, additional fees; split loads, above ground tank delivery, and tank wagon drop charges that may be deemed in the best interest of the County.
 - 2. Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise, from the ordering entity.
 - 3. All Scope of Work requirements associated with this Bid.
 - 4. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
 - 5. Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

2.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for (2) subsequent one (1) year renewals.. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.7. Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

2.8. Basis for Price Redeterminations

The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll,

materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2.9. Price Redetermination Calculation.

All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI = \$200.50

Base index PPI = - \$179.20

PPI increase dollars = \$21.30

PPI increase percentage ($\$21.30 \div \$179.20 = .1189$).....11.9%

Unit cost of the service is..... \$100.00

30% of \$100.00 is directly attributed to the redetermination category.... \$30.00

$\$30.00 \times 11.9\% =$ \$3.57

New unit price for the product/service is ($\$100 + \3.57)..... \$103.57

2.10. Expiration Upon Failure to Agree to Price Redetermination.

If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.11. Termination

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
2. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.
3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
 - 3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 - 3.2. Inform County of the extent to which performance is completed;
 - 3.2. Inform County of the extent to which performance is completed;
 - 3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,

3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.12. New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.13. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

2.14. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

2.15. FEMA Federal Contract Provisions - Documentation

Please fill out and submit the attached Federal Contract Provisions.

2.16. Wage Price Redetermination.

When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to NO VALUE under the heading Service Providing Industries. Wage price re-determination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the

County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

2.17. Fuel Price Redetermination

If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

3. General Terms and Conditions

3.1. Submission of Offers:

All offers shall be submitted through the County's [eProcurement Portal](#). The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

3.2. Bidder's Responsibility:

The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,
4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

3.3. Execution of Offer:

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

3.4. Opening:

Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply. Bid openings and public meetings may be attended either in person or remotely. Bid openings may be accessed remotely as described in the introduction timeline section of this solicitation. In accordance with the American Disabilities Act and

Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date. Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

3.5. Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to

contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.6. Clarification/Correction of Entry/Minor Irregularities:

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

3.7. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's [eProcurement Portal](#) is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer section of the County's eProcurement Portal.
2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the County's eProcurement Portal for any posted answers, and/or solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.
3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
4. Questions and exceptions shall be submitted before 11:59 pm on Monday, March 4, 2024. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

3.8. Incurred Expenses:

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

3.9. Disadvantaged Businesses:

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.10. Local Preference:

The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal. Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Brevard, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

3.11. Pricing:

Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

3.12. Unusual Costs:

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.13. Additional Terms & Conditions:

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

3.14. Taxes:

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

3.15. Payment Terms:

Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

3.16. Discounts:

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

3.17. Meets/Minimum Specifications:

The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

3.18. Brand Name or Equal:

If items requested by this ITB have been identified in the specifications by a Brand Name “OR EQUAL” description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing “equal” products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an “equal” product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an “equal” product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

3.19. Samples:

When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

3.20. Silence of Specifications:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

3.21. Change in Scope of Work/Service:

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County’s Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon

equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

3.22. Governing Laws/Venue:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

3.23. Assignment:

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

3.24. Content of Invitation/Response:

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

3.25. Disclosure of Bid Content:

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

3.26. Limitation of Liability/Indemnification:

Indemnification.

The Consultant shall indemnify and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant or its subcontractors, agents, employees, or any persons employed or utilized by the Consultant in the performance of the Consultant's obligations or services under this Contract. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Contract.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors

3.27. Infringement Claim:

For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under

this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

3.28. Sovereign Immunity:

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.29. Compliance with Federal E-Verify Regulations

Contractor covenants and agrees to the following provisions, as required by law:

- A. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- C. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor

otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.

- D. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

3.30. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 36 months following the date of being placed on the convicted vendor list.

By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

3.31. Patents, Copyright, and Royalties:

The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia.

If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

3.32. Use of County Logo:

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

3.33. Training:

Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

3.34. Acceptance:

Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

3.35. Safety Warranty:

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

3.36. Safety:

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.37. Warranty:

The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and

remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

3.38. Award:

The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

3.39. Other Agencies:

All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

3.40. FOB Destination:

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

3.41. Special Conditions:

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

3.42. Licenses, Certificates, and Permits:

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services

under the resulting Agreement.

3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

3.43. Records & Right to Audit:

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.44. Claim Notice:

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720

Telephone: 386-736-5963

Fax: 386-822-5006

3.45. Waiver of Claims:

Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

3.46. Compliance with Laws and Regulations:

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and

The County may not give preference to a vendor based on the vendors social, political or ideological interests.

3.47. For Internet/Web Services:

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

3.48. Scrutinized Companies-FL Statute Section 287.135 and 215.473:

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

3.49. Modifications Due to Public Welfare or Change in Law:

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

3.50. Right to Require Performance:

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same,

nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.51. Force Majeure:

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

3.52. Contractor's Personnel:

During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the

Contractor, shall state that such Contractor is an Equal Opportunity Employer.

3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

3.53. County/Contractor Relationship:

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

3.54. Disqualification of Bidders:

One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

3.55. Debarment: Purpose and Intent.

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

3.56. For purposes of this ITB and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

3.57. Dispute Resolution:

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated

representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Contractor's Representative	
10	Contractor's Project Manager	C
10	Contractor's Sr. Vice President of Sales	Director
20	Contractor's COO or President	D

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

3.58. Content of Invitation/Response:

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through the County's [eProcurement Portal](#) by the date and time posted. Bids received after the posted date and time may not be considered. Do not submit confidential information, proprietary information and/or trade secrets.

3.59. [Authorized Signatory](#)

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a bid via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

3.60. [REVISIONS | ADDENDA | QUESTIONS & ANSWERS](#)

All answers to questions of substance will be publicly published via the County's eProcurement Portal, Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

3.61. [Insurance Requirements](#)

Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government

established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the solicitation and/or contract documents.

3.62. Subcontractors and Independent Contractors

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

3.63. Claims Made Basis Insurance Policies

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

3.64. Risk Retention Groups and Pools

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

3.65. Minimum Required Policies and Limits

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

3.66. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

3.67. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

3.68. Commercial General Liability Insurance

The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground

hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

3.69. Motor Vehicle Liability

The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

3.70. Transportation Pollution Liability

Contractor shall purchase coverage for liability caused by pollution conditions arising out of the operations of Contractor and its sub-contractors on a first and third party basis. The County shall be named as additional insured. Coverage shall apply to Misdelivery of Liquid Products, bodily injury, sickness, disease, mental anguish or shock, including death and medical monitoring; property damage and environmental damage, including loss of use of damaged property or of property that has not been physically injured; cleanup & remediation expenses and regulatory actions; including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy shall include coverage for loading, transporting, and unloading of fuel at client sites. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and be endorsed to be primary and non-contributory with any other coverage or self-insurance maintained by the County. Policy shall be endorsed with a waiver of subrogation in favor of County.

3.71. Primary and Excess Coverage

Any insurance required may be provided by primary and excess insurance policies.

3.72. Insurance Requirements

A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3.73. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

3.74. Please provide Proof of Insurance

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

3.75. Acknowledgement of Bid Tabulation

All responses accepted by the County of Volusia are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by respondent(s) are rejected and shall have no force and effect. Bids from the respondent(s) listed on the bid tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

4. Scope of Work

4.1. Bulk Fuel

The following entities, who from this point forward shall be known as the Consortium, are seeking qualified fuel Contractors to supply bulk fuel.

- County of Volusia (including Daytona Beach International Airport)
- Volusia County School Board
- VOTRAN (Volusia County's mass transit system)
- The City of Daytona Beach
- The City of Port Orange
- The City of South Daytona
- The City of New Smyrna Beach
- The City of Ormond Beach
- The City of DeLand
- Flagler County
- City of Edgewater

The following quantities are being provided as estimates only and in no way represent a guarantee of future expenditure. The Consortium will not be obligated to purchase any minimum or maximum amount of fuel during the term of the Agreement resulting from this ITB. The Consortium reserves the right to add or remove members at any time.

Estimated Annual Usage in Gallons

Customer	Diesel	Unleaded	Off Road
Volusia County	769,000	1,080,000	250,317
School Board	583,500	87,000	0
VOTRAN	608,560	274,600	700
Daytona Beach	102,000	536,000	0
South Daytona	8,500	43,000	0
Ormond Beach	54,000	104,500	0
New Smyrna Beach	60,000	135,000	5,000
Port Orange	62,000	145,000	2,000
DeLand	40,000	180,000	0
Flagler County	100,000	450,000	0
Edgewater	70,227	71,690	0
Daytona Beach Airport	13,000	8,000	0

4.2. Fuel Requirements

- Ultra Low Sulfur Diesel Fuel with sulfur content between 0 ppm - 15 ppm.
- Ethanol (10%)

- C. No. 2 Red-Dyed fuel for off-road use with sulfur content between 0ppm – 15ppm.

4.3. Pricing

- A. All prices shall be based on Oil Price Information Service (OPIS) pricing and invoiced as net gallons. The Consortium is seeking an OPIS Daily low and OPIS Daily average price plus markup, not inclusive of taxes, but including delivery to all locations, overhead, profit, and any other costs incurred by the Contractors. All pricing submitted in Section 5 on both Pricing Sheets shall be verified next to 6 months of OPIS data to confirm the best interest for the Consortium. The months used for verification will be February 2023, June 2023, July 2023, August 2023, December 2023, and January 2024. All data collected for evaluation originated from OPIS Pad 1 report for Orlando, Florida terminal. The Consortium will choose which submitted pricing mark up, OPIS Daily Low or Daily Average, to accept.
- B. Daily pricing shall be based on the 6:45 a.m. OPIS Report. This pricing shall be in effect until the prices change at 6 p.m. the same calendar day. Any deliveries loaded at 6 p.m. or after shall be priced based on the 6:45 a.m. OPIS report for the following day. OPIS documentation may be requested and required in settling of any pricing errors throughout the term of the bid. Contractors shall bid full loads (8,000 for E-10 or 7,500 for diesel only deliveries) and short drops (less than 8,000 for E-10 or 7500 for diesel only deliveries).
- C. Contractors shall provide invoices and bill of ladings for all fuel drops electronically no later than six (6) business days following the date of the delivery. Invoices shall be sent to each Consortium member who are responsible for paying their own invoices.
- D. Contractors shall complete pricing in Sections indicated below. Pricing Sheets shall include the following information:
1. **Pricing** – Bidders shall submit pricing as a markup over OPIS Daily low and OPIS Daily average on Section 5 Pricing Sheets as detailed in Section 4.3.A.
 2. **Terminal** – Bidders shall define which terminal will be utilized to supply fuel (i.e. Tampa, Orlando, Jacksonville, Port Canaveral, Port Everglades, or other). Answer shall be entered in Section 6 Vendor Questionnaire Number 15.3.
 3. **Delivery Times** – Delivery shall be required no later than one (1) calendar day from receipt of release order. Answer shall be entered in Section 6 Vendor Questionnaire Number 15.4.
 4. **Additional Fees** – Bidders may submit pricing on any other fees that will be part of the Contractors mark up such split loads, above ground tank delivery, and tank wagon drop charges in Section 5 Pricing Sheets.
 - a. Split loads may consist of different products to the same location or different or same product to multiple locations.
 - b. The following is a list of possible number of split loads per user:

- i. Volusia County – approximately 3-4 times a month
- ii. Volusia County School Board – Less than a 12 a year, between DeLand and Pierson locations
- iii. City of Ormond Beach – approximately twice a year
- iv. City of DeLand – orders one truck of diesel and splits that between two separate locations approximately four times a year
- v. VOTRAN – very seldom and only in an emergency situation
- vi. City of New Smyrna Beach – typically delivery is made to all fire stations in one day from the same truck
- vii. City of Daytona Beach – 2-3 times a year; unleaded gas and premium
- viii. Flagler County – Never
- ix. City of Port Orange – may request split loads for hurricane prep.
- x. City of Edgewater – Never

4.4. [Fuel site and Pumps](#)

Attachment B- Fuel Site Information provides the Facility Identification (FACID) number and current location of each fuel site, including tank attributes, hours of operation, and the project manager assigned to each location.

4.5. [Quality Standards/EPA Violations](#)

All fuel provided shall comply with governmental regulations and conform to all specifications regarding environmental and quality standards set forth by the State of Florida. In addition, the Environmental Protection Agency (EPA) has directed that fines will be levied for any fuel found not to be in compliance with the Sulfur content on the Ultra Low Sulfur Diesel fuel. The Contractors shall be responsible for any fines, freight costs and replacement of fuel product for fuel found to be in non-compliance by the EPA.

4.6. [Conditions for Emergency, Hurricane, or Disaster](#)

Before, during, and after a public emergency, disaster, hurricane, fire, flood, or other acts of God, the Contractors shall provide fuel to all Consortium members on a “first priority” basis. All Consortium members shall be given priority when allocations become available.

The Consortium expects to pay a fair and reasonable price for all fuel in the event of a disaster, emergency, fire, or hurricane. In the event that fuel is provided to the Consortium from areas outside of the contracting ports, additional freight costs may be allowed. This shall be communicated and agreed upon by both the Contractors and the Consortium Project Managers before deliveries are made. Contractors shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

4.7. Delivery and Penalties

Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise, from the ordering entity. Failure to deliver fuel during within 24-hours may result in the Contractors covering any costs arising from having to order fuel from an alternate vendor. Penalties may include any extra price per gallon over agreed upon contract pricing and any additional freight costs incurred. This is for normal operations only.

5. Pricing Proposal

PRICING SHEET- OPIS DAILY LOW

Bidders shall submit pricing as a markup over OPIS Daily low as detailed in Section 4.3.A . Bidder(s) shall complete all fields.

Line Item	Fuel Type	Unit of Measure	Markup over OPIS daily low
1	Ultra Low Sulfur Diesel +/- 7500 gallons	GAL	
2	Ultra Low Sulfur Diesel less than 7500 gallons	GAL	
3	E-10 Fuel +/- to 8000 gallons	GAL	
4	E-10 Fuel less than 8000 gallons	GAL	
5	Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	GAL	
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	GAL	

PRICING SHEET- OPIS DAILY AVERAGE

Bidders shall submit pricing as a markup over OPIS Daily average as detailed in Section 4.3.A . Bidder(s) shall complete all fields.

Line Item	Fuel Type	Unit of Measure	Markup over OPIS daily average
1	Ultra Low Sulfur Diesel +/- 7500 gallons	GAL	
2	Ultra Low Sulfur Diesel less than 7500 gallons	GAL	
3	E-10 Fuel +/- to 8000 gallons	GAL	
4	E-10 Fuel less than 8000 gallons	GAL	
5	Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	GAL	
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	GAL	

PRICING SHEET - SPLIT LOADS

Bidder(s) shall enter any additional fee for split loads. Bidder(s) shall enter zero dollars (\$0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional Fee for Split Loads (Quantity is an estimate only)	25	EA		
TOTAL					

PRICING SHEET- ABOVE GROUND TANKS

Bidder(s) shall enter any additional fee for above ground tanks. Bidder(s) shall enter zero dollars (\$0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional fee for above ground tanks	1	EA		
TOTAL					

PRICING SHEET- TANK WAGON

Bidder(s) shall enter any additional drop charge for tank wagon delivery. Bidder(s) shall enter zero dollars (\$0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional Drop Charge for tank wagon delivery	1	EA		
TOTAL					

6. Vendor Questionnaire

6.1. Do you agree to this special condition.*

By checking yes, the vendor agrees to the special conditions as contained in this section:

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

☐ Yes

☐ No

*Response required

6.2. Do you agree to comply with the E-verify requirements? *

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new

employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term

of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under

this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and

thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section

or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold

harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the

County.

☐ Yes

☐ No

*Response required

6.3. Do you agree to comply with the FEMA federal contract provisions?*

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

☐ Yes

☐ No

*Response required

6.4. Please complete and upload the Federal Contract Provisions. *

Please download the below documents, complete, and upload.

- [Federal Contract Provisions...](#)

*Response required

6.5. Contractor/Proposer attestation*

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

☐ Yes

☐ No

*Response required

6.6. Submission of Offers *

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through the County's [eProcurement Portal](#) by the date and time posted. Bids received after the posted date and time may not be considered. Do not submit confidential information, proprietary information and/or trade secrets.

****By checking yes, the vendor acknowledges the information provided above regarding offer submission.**

- ☐ Yes
☐ No

*Response required

6.7. Name and Title of Authorized Agent of the firm (from General Terms and Conditions)*

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a bid via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

6.8. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?*

Please indicate response.

- ☐ Yes
☐ No

*Response required

6.9. If you indicated YES to Volusia County board/committee question above...

If you indicated YES to the question above regarding owners, principals, or officers of the firm serving on any Volusia County board(s) or committee(s), please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

6.10. Scope of Work (from General Terms and Conditions)*

By checking 'yes', vendor acknowledges that they have fully read and understand the above Scope of Work / Technical Specifications and will furnish said product or services according to the specifications or scope of work detailed within this ITB if awarded.

- ☐ Yes
☐ No

*Response required

6.11. REVISIONS | ADDENDA | QUESTIONS & ANSWERS *

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

☐ Yes

☐ No

*Response required

6.12. Please provide Proof of Insurance*

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

6.13. Hold Harmless Agreement. *

Please download the below documents, complete, and upload.

- [Hold Harmless Agreement\(492...](#)

*Response required

6.14. Forms

6.14.1. Bid Submittal Form *

Please download the Bid Submittal form from the attachment section, complete and upload.

*Response required

6.14.2. W9*

*Response required

6.14.3. Florida Department of State, Division of Corporations' Detail by Entity Name Report *

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

*Response required

6.14.4. *Certification Affidavit by Prime Contractor as Local Business**

Certification Affidavit by Prime Contractor as Local Business

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

☐ Yes

☐ No

*Response required

6.14.5. *Certification Affidavit of Subcontractor as Local Business **

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

☐ Yes

☐ No

*Response required

6.14.6. *Conflict of Interest **

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of

Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes

☐ No

*Response required

6.14.7. *Enter explanation of the conflict of interest as indicated above. **

If no conflict of interest enter :NONE

*Response required

6.14.8. *. Public Entity Crime**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) 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 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes

☐ No

*Response required

6.14.9. *Scrutinized Companies Certification **

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

☐ Yes

☐ No

*Response required

6.14.10. Drug-Free Workplace *

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

☐ Yes

☐ No

*Response required

6.14.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion *

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes

☐ No

*Response required

6.14.12. *Enter explanation of the 'No' response to the Certification Regarding Debarment,**

Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

OR

Enter NONE if not applicable

*Response required

6.15. Additional Information

6.15.1. *Fuel Terminal Location**

Bidder(s) shall enter which terminal will be utilized to supply fuel.

*Response required

6.15.2. *Delivery and/or availability**

Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise, from the ordering entity.

Please confirm that your firm can comply with this timeline.

*Response required

6.15.3. Additional Fee Information

Bidder(s) may add any explanation of additional fees that may apply.

6.15.4. Do you accept electronic funds transfer (EFT)? *

☐ Yes

☐ No

*Response required

6.15.5. If YES to EFT question above, provide percentage: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

*Response required

6.15.6. Payment Terms *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

*Response required

6.15.7. Please submit your total number of employees. *

*Response required

6.15.8. Are you a sole proprietor? *

☐ Yes

☐ No

*Response required

6.15.9. Fuel Redetermination*

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

6.15.10. Which fuel type does your firm use primarily: **

☐ diesel fuel

☐ gasoline

☐ other

*Response required

6.15.11. Wage Redetermination **

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

6.15.12. References *

Please download the below documents, complete, and upload.

- [References_Form\(492427\).pdf](#)

*Response required

7. Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority. **Bidder:** One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through which the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.



COUNTY OF VOLUSIA, FL
Recommendation of Award

BID NUMBER: 19-B-70EM
BID TITLE: Bulk Fuel

OPENING DATE/TIME: 4/16/2019
3:00 p.m.

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

No.	Item	Mansfield Oil Company	Petroleum Traders Corp.	Indigo Energy Partners	Gentry Oil, LLC	Glover Oil Company, Inc	James River Solutions
		Markup over OPIS daily low	Markup over OPIS daily low	Markup over OPIS daily low	Markup over OPIS daily low	Markup over OPIS daily low	Markup over OPIS daily low
1	Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0526	\$0.0527	\$0.0745		\$0.2000	\$0.0584
2	Ultra Low Sulfur Diesel less than 7500 gallons	\$0.2824	\$0.3000	\$0.2850	\$0.1700	\$0.2650	
3	E-10 Fuel +/- to 8000 gallons	\$0.0512	\$0.0474	\$0.0699		\$0.1900	\$0.0574
4	E-10 Fuel less than 8000 gallons	\$0.3084	\$0.3000	\$0.2850	\$0.1700	\$0.2550	
5	Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0526	\$0.0527	\$0.0745		\$0.2000	\$0.0584
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.4835	\$0.3000	\$0.2850	\$0.1700	\$0.2650	
TOTAL BASE BID		\$1.2307	\$1.0528	\$1.0739	\$0.5100	\$1.3750	\$0.1742
7	Any additional fee for split loads	\$55.00	\$50.00	\$65.00	\$0.00	\$50.00	\$40.00
8	Additional fee for "above" vs. "below" ground tanks	\$55.00	\$55.00	\$65.00	\$0.00	\$0.00	\$50.00
9	Drop Charge for tank wagon delivery	\$45.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00
TOTAL ADDITIONAL FEES		\$155.00	\$105.00	\$130.00	\$50.00	\$50.00	\$90.00

Opened and Tabulated by: Eddie Molina, Procurement Analyst/ Andrew Kokitus, Sr. Procurement Analyst
Recommendation of Award: Mansfield Oil Company, Petroleum Traders Corp., and Gentry Oil, LLC.
County Council Meeting Date: 5/7/19
Posted: 4/22/19

Reviewed by: 
Jeanine Jennings, CPPO, CPPB
Director of Purchasing & Contracts

Price Redetermination as of 3/2022

19-B-70EM Bulk Fuel

Mansfield Oil Company



Fuel Type	Markup over OPIS daily low (current)	Vendor Proposed Markup over OPIS daily low	Percentage Difference
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0526	\$0.0730	32.48%
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.2824	\$0.3028	6.97%
E-10 Fuel +/- 8000 gallons	\$0.0512	\$0.0659	25.11%
E-10 Fuel less than 8000 gallons	\$0.3084	\$0.3231	4.66%
Gross No.2 Red-Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0526	\$0.0730	32.48%
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.4835	\$0.5039	4.13%
Total Average %			18%
<div>Approved by: <i>Pamela Wilsky</i> Pam Wilsky, NIGP-CPP, CPPO, CPPB Director of Purchasing & Contracts</div>			

Price Redetermination as of 03/2022

19-B-70EM, Bulk Fuel

Petroleum Traders Corporation



Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0527	\$0.0627	\$0.0202	\$0.0302
Ultra Low Sulfur Diesel less than 7500 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600
Dyed Fuel (Off Road) +/- 7500 gallons	\$0.0527	\$0.0627	\$0.0217	\$0.0317
Dyed Fuel (Off Road) less than 7500 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600

Approved by:

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Price Redetermination (Section 2.11) as of 3/2023

19-B-70EM

Mansfield Oil Company



Fuel Type	Markup over OPIS daily low (cuurent)	Vendor Proposed Markup over OPIS daily low
Ultra Low Sulfur Diesel +/- 7500 gallons	\$0.0730	\$0.0617
Ultra Low Sulfur Diesel less than7500 gallons	\$0.3028	\$0.3028
E-10 Fuel +/- 8000 gallons	\$0.0659	\$0.0659
E-10 Fuel less than 8000 gallons	\$0.3231	\$0.3231
Gross No.2 Red-Dyed Fuel (Off Road) +/-7500 gallons	\$0.0730	\$0.0730
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	\$0.5039	\$0.5039

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Price Redetermination as of 03/2023

19-B-70EM, Bulk Fuel

Petroleum Traders Corporation



	Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily	
	E-10 Fuel +/- 8000 gallons	\$0.0474	\$0.0574	\$0.0124	\$0.0224	
	E-10 Fuel less than 8000 gallons	\$0.3000	\$0.3100	\$0.2500	\$0.2600	

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Please pay this original invoice

Invoice #:	25110975	Due Date:	03/27/2024
Invoice Date:	02/26/2024	Terms:	Net 30
Order #:	6065957	Terms Start:	Invoice Date
Account #:	13921	PO #:	6625

**Bill To**

Volusia County
1270 Indian Lake Rd
Daytona Beach, FL 32124

Remit To

Mansfield Oil Company of Gainesville Inc
PO Box 733706
Dallas, TX 75373-3706
FEIN: 58-1091383

Delivery #: 8278244
Delivery Ticket #: 179231
Delivery Date: 02/23/2024
Terminal: Jacksonville, FL

Ship To: Volusia County
Tomoka Landfill
1990 Tomoka Farms Rd
Daytona Beach, FL 32124-3752

BOL	Lift Date	Description	Gross	Net	Billed	Unit Price	Extended
179231	02/22/2024	ULS2 Ultra Low Sulfur Diesel	2,502.0	2,490.0	2,490.0	2.8892	7,194.11
		FL Env Fee				0.02071	51.57
		FL Motor Fuel Tax				0.21	522.90
		FL Motor Fuel Tax Local Option				0.164	408.36
		USA Env Fee				0.001	2.49
		USA Oil Spill				0.002143	5.34
		USA SUPERFUND				0.004048	10.08

Sub-Total for Delivery #: 8278244 8,194.85

Invoice Amount Due: 8,194.85

Currency: USD

15 ppm sulfur (maximum) Undyed Ultra-Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines.

Please pay this original invoice

Invoice #:	25110976	Due Date:	03/27/2024
Invoice Date:	02/26/2024	Terms:	Net 30
Order #:	6065957	Terms Start:	Invoice Date
Account #:	13921	PO #:	6625

**Bill To**

Volusia County
1270 Indian Lake Rd
Daytona Beach, FL 32124

Remit To

Mansfield Oil Company of Gainesville Inc
PO Box 733706
Dallas, TX 75373-3706
FEIN: 58-1091383

Delivery #: 8278244
Delivery Ticket #: 179231
Delivery Date: 02/23/2024
Terminal: Jacksonville, FL

Ship To: Volusia County
Tomoka Landfill
1990 Tomoka Farms Rd
Daytona Beach, FL 32124-3752

BOL	Lift Date	Description	Gross	Net	Billed	Unit Price	Extended
179231	02/22/2024	Dyed ULS2	5,000.0	4,977.0	4,977.0	2.9055	14,460.67
		FL Env Fee				0.02071	103.07
		USA Env Fee				0.001	4.98
		USA Oil Spill				0.002143	10.67
		USA SUPERFUND				0.004048	20.15
		Pump Off			1.0	55.00	55.00

Sub-Total for Delivery #: 8278244 14,654.54

Invoice Amount Due: 14,654.54

Currency: USD

15 ppm sulfur (maximum) Dyed Ultra-Low Sulfur Diesel Fuel. For use in all nonroad diesel engines. Not for use in highway vehicles or engines except for tax-exempt use in accordance with section 4082 of the Internal Revenue Code.



PO Box 2357
Fort Wayne IN 46801-2357
260-432-6622
<http://www.petroleumtraders.com>

A Finance Charge of 1 1/2 % per month (18% annum) and
attorney's fees for collection will be charged on all
invoices not paid within terms of the sale.

Invoice Date	P. O. Number:	Account #:	Location ID:	Invoice #:	Salesperson:	Carrier:
02/23/2024	32391	220153/7		1965785	ACCOUNT, BID	GULF COAST TANK LINES

Billing Address:

VOLUSIA COUNTY,FL
1270 INDIAN LAKE ROAD
DAYTONA BEACH, FL 32114
Email: mcolecchia@volusia.org; LGilberti@volusia.org;
CCONNER@VOLUSIA.ORG;
ESHEEHAN@VOLUSIA.ORG;
VBERTLING@VOLUSIA.ORG;

Shipped To:

VOLUSIA COUNTY,FL
OSTEEN ROAD AND BRIDGE
200 NORTH HIGHWAY 415
OSTEEN, FL 32764
County: VOLUSIA, FL

Terms: ACH PMT 45 DAYS

Invoice

	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
87 CONVENTIONAL UNLEADED GASOLINE WITH 10% ETHANOL 9.0 RVP OR MORE	2494.0000	\$2.387900	\$5,955.42
BOL: 5184556 Gross: 2501.0/Net: 2494.0/N DEP#: 488512759 Temp: 64.5 API Gravity: 64.9 CONTAINS ETHANOL.			
PUMP	1.0000	\$55.000000	\$55.00

Taxes

FEDERAL EXCISE 10% ALCOHOL BLEND TAX	\$0.00
\$0.183 on each of 2494 sold gallons EXEMPT: STATE, LOCAL GOV'T AND SCHOOLS - License:	
FEDERAL GAS LUST TAX	\$2.49
\$0.001 on each of 2494 sold gallons	
FEDERAL SUPERFUND FEE RECOVERY	\$9.09
\$0.00405 on each of 2244.60 sold non-renewable gallons	
FL EPA TAX	\$51.65
\$0.02071 on each of 2494 net gallons	
FL GAS & CLEAR SALES TAX 6%	\$0.00
6% of \$5955.42 EXEMPT: GOVERNMENT (INCLUDING SCHOOLS) - License:	
FL GAS & CLEAR VOLUSIA COUNTY LOCAL SALES TAX .5%	\$0.00
0.5% of \$5000.00 EXEMPT: GOVERNMENT (INCLUDING SCHOOLS) - License:	
FL GAS MOTOR FUEL TAX	\$523.74
\$0.21 on each of 2494 net gallons	
FL GAS VOLUSIA COUNTY TAX	\$533.72
\$0.214 on each of 2494 net gallons	
FL INSPECTION FEE	\$3.12
\$0.00125 on each of 2494 net gallons	
OIL SPILL TAX.	\$4.80
\$0.00214 on each of 2244.60 sold non-renewable gallons	

Notes

- No Assigned RINs Transferred



**PETROLEUM TRADERS
CORPORATION**

PO Box 2357
Fort Wayne IN 46801-2357
260-432-6622
<http://www.petroleumtraders.com>

**A Finance Charge of 1 1/2 % per month (18% annum) and
attorney's fees for collection will be charged on all
invoices not paid within terms of the sale.**

Invoice Date	P. O. Number:	Account #:	Location ID:	Invoice #:	Salesperson:	Carrier:
02/23/2024	32391	220153/7		1965785	ACCOUNT, BID	GULF COAST TANK LINES

- This volume of neat or blended ethanol is designated and intended for use as transportation fuel or jet fuel in the 48 U.S. contiguous states and Hawaii. Any person exporting this fuel is subject to the requirements of 40 CFR 80.1430.

\$7139.03 PAYMENT DUE IN PETROLEUM TRADERS' OFFICES BY 04/08/2024

INVOICE TOTAL:

\$7,139.03

We reserve all other rights and remedies.