



**INVITATION TO BID**  
**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**  
**PH: 239-213-7100    FX: 239-213-7105**

NOTIFICATION DATE: <b>07/29/13</b>	TITLE <b>PURCHASE OF GASOLINE AND DIESEL FUELS</b>	NUMBER: <b>019-13</b>	OPENING DATE & TIME: <b>08/19/13 2:00 PM</b>
<b>PRE-BID DATE, TIME AND LOCATION:</b> <b>None</b>			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:

<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p> <p style="text-align: center;"><b>FEI/EIN Number</b> _____</p>		
AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
<small>Please initial by all that apply</small> <small>I acknowledge receipt/ review of the following addendum</small> ____Addendum #1      ____Addendum #2      ____Addendum #3      ____Addendum #4		

**PLEASE NOTE THE FOLLOWING:**

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with bid number & closing date.
- > Bids received after the above closing date and time will not be accepted.
- > If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.

## GENERAL CONDITIONS

**TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

**1. SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.

**3. NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.

**4. BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.

**5. WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Section 2-668 of the City Code for up to three years.

**6. PRICES, TERMS and PAYMENT:** Firm Prices include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

**A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

**B. MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

**C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**D. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

**E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.

**F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

7. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

8. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

9. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.

10. **CONFLICT OF INTEREST:** All bid awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

11. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.

12. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

14. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. **BID PROTEST:** The city has formal bid protest procedures that are available on request.

**16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

**17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

**18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

**19. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**20. PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**21. ADVERTISING:** In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

**22. ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

**23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

**24. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform 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 for a period of 36 months from the date of being placed on the convicted vendor list.

**25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. **COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

**IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

28. **ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.

29. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. **RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to three (3) additional one (1) year periods. Renewal of the contract period shall be by mutual agreement in writing.

32. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.

33. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

34. **ALTERNATIVE BIDS:** Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. **BIDDER INVESTIGATIONS:** Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statues, Ordinances, and rules and regulations of any kind.

**38. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. 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 contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**39. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

**40. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

**41. EXCEPTIONS:** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

**42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

**43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

**45. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold

from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

**46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

**47. QUALIFICATIONS OF BIDDERS:** The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- > The quality of performance of previous contracts or services.

**48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

**49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

**50. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**51. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or

subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

**52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

**53. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant contractors will be subject to contract sanctions, up to and including contract termination.

**54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 “Debarment and Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period 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 .

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**



## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Worker's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Worker's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "This coverage is primary to all other coverage the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the proposal number and title.

When using the "Accord"- 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

**STATEMENT OF NO BID**

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

**Bid # 019-13 - Purchase of Gasoline and Diesel Fuels**

We, the undersigned, decline to proposal on the above project for the following reason(s):

- \_\_\_ We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.
- \_\_\_ Our Company does not offer this product or service.
- \_\_\_ Our current work schedule will not permit us to perform the required services.
- \_\_\_ Specifications are incomplete or information is unclear (Please explain below).

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\_\_\_ Other (Please specify below)

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

Email \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

**REFERENCES**

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID**

**PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

## SPECIAL CONDITIONS

**A. TERMS OF CONTRACT**

The resulting contract will commence on award and be in effect until completion of the project.

**B. PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

**C. REFERENCES**

Bidder must submit a minimum of three references on the form provided. Additionally, completed IRS W-9 forms will be required from vendors who are awarded contracts.

**D. STATEMENT OF NO BID**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

**E. BID FORMAT**

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an “or equal” item is proposed, Proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date for evaluation as an acceptable substitution or an “or equal” item. If the substitution or the “or equal” item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the “or equal” item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or “or equal” equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages

**F. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division, **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

**Direct all questions to:**  
**Gerald “Jed” Secory, MBA / CPPO / CPM**  
**Purchasing Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[purchasing@naplesgov.com](mailto:purchasing@naplesgov.com)

## SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> <li>Submit one (1) original signature and one (1) copy of to your original bid proposal / document <u>AND</u> a Windows© compatible PDF on a CD that is clearly labeled containing a copy of the original document.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any delivery information.</li> </ul>	
<ul style="list-style-type: none"> <li>Complete and include this form with your bid document. Do not forget to have an authorized individual sign in the appropriate pages.</li> </ul>	
<ul style="list-style-type: none"> <li>Be sure the bid proposal / document has been signed in original on the <u>Cover Sheet</u> page with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor.</li> </ul>	
<ul style="list-style-type: none"> <li>Bid proposal / document needs to be received by the <b>OPENING DATE &amp; TIME</b> indicated on the bid cover page. The mailing envelope must be addressed to:  <div style="text-align: center;">                     City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102                 </div> </li> </ul>	
<p>The mailing envelope should be sealed and marked with:</p> <p style="text-align: center;">                     BID Number:                      BID Title:                      BID Opening Date :                 </p>	

**ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.**

*At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.*

## TECHNICAL SPECIFICATIONS

These specifications are intended to provide information by which prospective bidders may understand the requirements of the City of Naples (hereafter referred to as "City") relative to the furnishing and delivering of unleaded gasoline and diesel fuel on an as-needed basis to government agencies and locations throughout Collier County. The quantities listed herein are approximate and the City reserves the right to increase or decrease the quantities as needed. Further, the City may have future requirements for bio-diesel. Prices for bio-diesel will be negotiated between the successful bidder(s) and the City's Purchasing Manager as this product becomes available in our area. Bids shall be accepted only from those fuel companies that have base locations within Collier County and own adequate transports, tank wagons, and fixed reserve tanks to provide timely fuel services to the City during both normal and emergency operations. Bidders must state the number and type of fuel delivery vehicles in their inventory, and the capacity of their local fixed tanks at their supply points. Refueling assets and capabilities will weigh heavily when awarding the bid. The City will be the sole judge of determining the adequacy of refueling assets. Bids from companies that rely upon common carriers for fuel delivery will not be accepted. Bidders must maintain current and active fuel supply contracts at the fuel depots at Port Everglades and the Port of Tampa. Proof of fuel supply contracts must be submitted with bids.

### Projected Annual Requirements

The quantities listed below are approximate and are for the purpose of bid evaluation. The City reserves the right to order such quantities as may be required during the contract period, but no guarantee is made as to any minimum or maximum amounts.

<u>Product</u>	<u>Specifications</u>	<u>Est. Annual Usage in Gallons</u>
E10 Unleaded Gasoline	Regular 87 AKI	<b>150,000</b>
Unleaded Gasoline	Regular 90 AKI Recreational Non-Ethanol	<b>150,000</b>

All gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as a fuel in internal combustion engines, must meet or exceed State of Florida specifications. Gasohol or alcohol additives are prohibited from products. All unleaded gasoline shall have a minimum of a "maintenance" detergent dose of injector cleaning additive.

<u>Product</u>	<u>Specifications</u>	<u>Est. Annual Usage in Gallons</u>
#2 Diesel Fuel High Sulfur		<b>100,000</b>
#2 On-Road Ultra Low Sulfur Diesel - Red Dye		<b>120,000</b>

The No. 2 diesel fuel must be suitable for use in diesel engines and free from water, foreign matter and must meet or exceed State and Federal specifications. Ultra-Low Sulfur Diesel must have a sulfur content of 15PPM or less and meet all Federal standards for use in mandated diesel engine low emission systems. The City reserves the right to modify the product specifications in order to comply with future mandates.

Product, Locations and Storage Capacities: The following is a list of current and anticipated primary delivery locations within the boundaries of Collier County. Numerous other delivery locations are located at emergency generator sites throughout the County (Primarily located within the incorporated areas of Collier County). The City reserves the right to add or delete delivery locations during the term of the contract.

Location	Storage Capacity	Product
<b>City Dock</b> 880 12 <sup>th</sup> Avenue South	<b>4,000</b> <b>4,000</b>	<b>Diesel Fuel</b> <b>Unleaded Gasoline</b>
<b>City Water Plant</b> 1000 Fleischmann Boulevard	<b>12,000</b> <b>(Two - 6,000</b> <b>gallon</b> <b>tanks)</b>	<b>Diesel Fuel*</b>
<b>City Wastewater Reclamation Facility</b> 1400 3 <sup>rd</sup> Avenue North	<b>12,000</b> <b>(Two – 6,000</b> <b>gallon</b> <b>tanks)</b>	<b>Diesel Fuel*</b>
<b>Equipment Services</b> 370 Riverside Circle	<b>12,000</b> <b>12,000</b>	<b>Unleaded</b> <b>Gasoline*</b> <b>Diesel Fuel*</b>
<b>*Above Ground Tank</b>		

Each location listed above shall be considered one stop. There shall be no additional cost to deliver fuel to separate tanks within the same location, to deliver a transport with two types of fuel to the same location, to deliver a transport of one or two types of fuel to two (2) different locations, or to deliver a tank wagon of one or two types of fuel to multiple locations.

Emergency Response Plan: The vendor shall include a written plan for emergency response and clean-up of fuel spillage within their bid submittal. The plan shall meet all Federal, State and local laws. The vendor shall clean up all spills created by the vendor, according to the emergency response plan, and report those spills to the City and to other regulatory agencies as required by law. Bids submitted without a written emergency response plan may not be considered for contract award. The City shall be the sole judge of bid acceptance.

Prices: Prices shall be based on the actual daily per gallon wholesale prices charged to the successful bidders at the appropriate fuel depot, plus a **FIRM MARKUP**. Proof of daily wholesale prices charged to the successful bidders by product shall be faxed to the City each day whether City fuel deliveries are scheduled or not. The proof of price must specify the wholesaler, purchaser, fuel depot location, prices of each product, and effective dates of prices.

Fuel costs shall be determined based on the daily DTN FastRacks Averages from the closest terminal used to service the City’s facility. Averages are posted in the DTN FastRacks report distributed each morning.

The firm markup may include the vendor's profit, delivery costs and other costs the vendor wishes to include. The firm markup shall not change during the term of the contract. Other than appropriate taxes, no other charges are permitted under this contract.

State and Federal Pollution taxes are not to be included in the firm markup offered in the bid. Rather, these taxes are to be shown as itemized expenses within each invoice.

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

Orders and Deliveries: Deliveries shall be made within twenty-four (24) hours of the time that the order is placed by the City. If the vendor is unable to complete the delivery as originally ordered by the City, the vendor must notify the City immediately. This applies to quantity ordered as well as delivery time. Failure to notify the City or multiple instances of late or incorrect deliveries shall be grounds for termination of this contract with the responsible vendor.

Deliveries shall be made to the City between the hours of 8:00 a.m. to 4:00 p.m., Sunday through Saturday (7 days a week) unless other arrangements are made with the applicable department ordering fuel for the City. Deliveries made to in-ground tanks shall include removal of any accumulated or standing water in spill containment buckets to prevent the water from entering the tank when opening the fill cap.

Orders will be by transport and tank wagon quantities. Transport orders shall be a minimum of seven thousand (7000) gallons for single type or combined loads of fuel. The City may order transport(s) containing a single type or combinations of types of fuels specified herein. There shall be no minimum quantities for tank wagon orders or any type of minimum order charges above those specifically stated in this agreement. Deliveries will be made with trucks owned by the successful bidders. Common carrier deliveries may be accepted during times of emergency with prior approval of the City.

All billings for transport deliveries under this contract shall be consistent with the actual manifests from the loading terminal, which shall be presented with each delivery. All invoices shall be calculated on the net gallons received at the loading terminal. If temperature-corrected billing is used, the loading report shall give all pertinent information. Billings for tank wagon deliveries shall be based on actual meter readings.

Before unloading of vehicle begins, the receiving personnel shall stick or measure receiving tanks, and shall again stick or measure the tanks after delivery to assure proper quantities are received. Careful recording of before and after delivery dip readings or gauge readings for each tank is required on the delivery statement.



**City-Owned Bulk Fuel Tanks:** The vendor shall fill the bulk tanks of City-owned fuel tanks (trailers or trucks) at the vendor's supply point at the quoted tank wagon prices. City-owned fuel tanks shall receive priority during declared emergencies.

**Invoices:** Delivery location, date, product(s), and the net quantity and cost of each product (with each Federal, State, and local tax itemized separately) shall be itemized on all invoices. The City purchase order number shall also be on the invoice. Payments to the seller shall be in accordance with Florida Statute Section 218.70 known as the Florida Prompt Payment Act after goods are received and accepted.

**Emergency Fuel Supplies:** In the event of hurricane or other disaster, the vendor shall provide priority supplies of fuel to the City for continued emergency government operations. The vendor shall submit with their bid submittal a written plan of how priority fuel will be supplied to the City when under declared emergency conditions. The plan must be specific in naming who, when, and how the fuel will be provided, and must provide details of plan implementation. Capabilities and capacities of local reserves and advanced staging of transport trailers or tank wagons should be addressed. The plan should also include whether the bidder's local supply point has emergency generators to access reserve fuel during power outages. The emergency fuel plan will be an important and perhaps overriding factor in awarding the contract. **Bids submitted without emergency fuel supply plans shall not be considered for contract award. The City will be the sole judge of the adequacy of a vendor's emergency fuel plan.**

**Award:** The general criteria that will be used for the evaluation of this bid is set forth in the general bidding requirements along with the responses as stated on the bid proposal pages. Award of bid shall be made to the lowest, qualified and responsive bidder(s) that has/have adequate refueling assets, acceptable Emergency Response and Emergency Supply Plans, and meets all other requirements of these specifications. The City shall be the sole judge as to which bids are acceptable. The City reserves the right to award this contract through an approach which best serves the interests of the City; i.e., to a single vendor, multiple vendors, or on a primary/secondary vendor basis. **The lowest bidder will be determined by totaling all markups offered on the response page to equal the base bid.**

**Term of Contract:** This contract term shall be for a period of two years.

**Contract Renewal:** The City retains the right to renew this contract, with the consent of the vendor(s), under the same terms and conditions for three (3) additional one-year periods.

**Additional Items/Services:** Additional items and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and the Vendor.

**Offer Extended to Other Governmental Entities:** The City encourages and agrees to the successful bidder extending the pricing, terms and conditions of this

solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

Assignment; Sublease; Sale, Etc.: **Should the Contractor sell or sublet this contract or any part thereof to any person or entity other than the awardee, the City shall be notified in writing immediately BEFORE the transfer of ownership. The assignment of this contract or any part thereof, shall require that its assignee be bound to it and to assume toward the contractor, all of the obligations and responsibilities that contractor has assumed toward the City. In the City's best interest, and at its option, the service/commodity may be re-bid, delivering a sixty (60) day written notice to the new owner(s).**

Contractor/Vendor Inability to Provide Product: **Should circumstances arise where the Contractor/Vendor would be unable to supply the requested product within five (5) working days, the City may select an alternative supplier to provide the product until such time the Contractor/Vendor is able to again supply the product. The Contractor/Vendor shall advise the City in writing when a product is unavailable and when it becomes available and can again be supplied per the Contractual Specifications.**

**Bid Schedule**

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID**

<b>Product Type</b>	<b>Order Quantity</b>	<b>Vendor FIRM MARKUP (Amount Per Gallon)</b>
<b>E10 Unleaded Regular 87 AKI</b>	<b>Transport</b>	<b>\$</b>
<b>E10 Unleaded Regular 87 AKI</b>	<b>Tank Wagon</b>	<b>\$</b>
<b>Regular 90 AKI Recreational Non-Ethanol</b>	<b>Transport</b>	<b>\$</b>
<b>Regular 90 AKI Recreational Non-Ethanol</b>	<b>Tank Wagon</b>	<b>\$</b>
<b>Combined ** E10 Regular 87 AKI or Regular 90 AKI Recreational Non- Ethanol/Diesel</b>	<b>Transport</b>	<b>\$</b>
<b>Diesel #2 On-Road Ultra Low Sulfur</b>	<b>Transport</b>	<b>\$</b>
<b>Diesel #2 On-Road Ultra Low Sulfur</b>	<b>Tank Wagon</b>	<b>\$</b>
<b>Diesel #2 Off-Road Ultra Low Sulfur – Red Dye</b>	<b>Transport</b>	<b>\$</b>
<b>Diesel #2 Off-Road Ultra Low Sulfur – Red Dye</b>	<b>Tank Wagon</b>	<b>\$</b>

\*\*Transports carrying both Unleaded and Diesel Fuel.

**Number of tractor trailer transports owned and based locally?** \_\_\_\_\_

**Total fuel capacity of all owned transport trailers in gallons?** \_\_\_\_\_

**Number of tank wagon trucks owned and based locally?** \_\_\_\_\_

**Total fuel capacity of all owned tank wagon trucks in gallons?** \_\_\_\_\_

**Capacity in gallons of fixed fuel storage tanks at local supply point?** \_\_\_\_\_

**Is your supply point equipped with an emergency generator?** \_\_\_\_\_

Bid Schedule

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID**

**Is your Emergency Response Plan attached?** \_\_\_\_\_

**Proof of fuel supply contracts with Port Everglades and Port of Tampa attached?** \_\_\_\_\_

Any discounts or terms must be shown on the Bid Schedule's Payment Options Table.  
**Note: This Payment Options Table must be completed by the Vendor.** Such discounts, if any, may be considered and computed in the tabulation of the bids.

Minimum Payment Terms of Net 30 days are considered by the City to be the norm with the City's option of taking an alternate payment plan within Payment Option Table.

PAYMENT OPTIONS:	YES	NO	STATE RELATED PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
DOES YOUR COMPANY ACCEPT CREDIT CARD PAYMENTS?			
IS THERE A DISCOUNT FOR A CREDIT CARD PAYMENT?			
IS THERE AN ADDITIONAL CHARGE FOR A CREDIT CARD PAYMENT?			
DISCOUNT FOR EARLY PAYMENT			
PROMPT PAYMENT TERMS: _____ % _____ DAYS; NET 30 DAYS			

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

**Email** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**FEI/EIN Number** \_\_\_\_\_

**Name and Title of individual completing this schedule:**

\_\_\_\_\_  
**(Printed Name)** **(Title)**

\_\_\_\_\_  
**(Signature)** **(Date)**

# # #