

**AGREEMENT BETWEEN
THE CITY OF DORAL
AND
SUNSHINE GASOLINE DISTRIBUTORS**

THIS AGREEMENT (hereinafter referred to as the "Agreement") made up this 1st day of November 2023, between the City of Doral, Florida, a municipal corporation of the State of Florida (hereinafter "City"), having its principal office at 8401 NW 53rd Terrace Doral Florida 33166 and Sunshine Gasoline Distributors, Inc., a Florida for-profit Corporation (hereinafter the "Contractor"), having its principal office at 1650 NW 87th, Avenue, Doral, Florida 33172.

RECITALS

WHEREAS, the Contractor has an active agreement with the Miami Dade County (Contract No. EVN001442), which was awarded on September 27, 2023 and shall commence on November 1, 2023 and carry through October 31, 2025; and

WHEREAS, the Contract with the County was competitively entered into in a manner consistent with Chapter 2 of the Code of Ordinances of the City; and

WHEREAS, on October 18, 2023, the Mayor and the City Council members adopted Resolution No. 23-181 authorizing the City Manager to enter into an agreement with the Contractor, for the purchase of gasoline and diesel based on the Miami Dade Contract No. EN001442 in an amount not to exceed departmental budgeted funds.

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Contractor and the City agree as follows:

1. **Scope of Services/Deliverables.**

1.1 The City agrees to the purchase of gasoline and diesel fuel from the Contractor and the Contractor agrees to sell to the City gasoline and diesel fuel in accordance with the terms and conditions set out in Miami Dade Contract No. EN001442.

2. **Term and Conditions.**

2.1 All terms and conditions of the Miami Dade Contract No. EN001442 are adopted and incorporated into this Agreement.

SUNSHINE GASOLINE DISTRIBUTOR, INC.

Witnesses:



Witness Signature

Sandra Reus


Witness Print Name



Witness Signature

Susana Landin

Witness Print Name

By: 

Maximo Alvarez, President

RESOLUTION No. 23-181

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SUNSHINE GASOLINE DISTRIBUTORS, INC. FOR THE PROVISION OF GASOLINE AND DIESEL, TRANSPORT, AND TANK WAGON IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS, UTILIZING MIAMI-DADE COUNTY CONTRACT No. EVN001442 PURSUANT TO SECTION 2-322 OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 8, 2019, pursuant to Resolution No. 19-126, the City of Doral ("City") approved an agreement with Sunshine Gasoline Distributors, Inc. ("Sunshine Gasoline") for the provision of gasoline and diesel fuel supply utilizing Miami-Dade County ("MDC") Contract No. ITQ-676-18-A titled "Gasoline and Diesel, Transport and Tank Wagon"; and

WHEREAS, the aforementioned agreement is scheduled to expire on October 31, 2023; and

WHEREAS, on September 27, 2023, MDC awarded Contract No. EVN001442 to Sunshine Gasoline pursuant to the competitively solicited MDC Pool of Prequalified Vendors No. RTQ-02202; and

WHEREAS, to ensure continuity of the highest quality service possible in a timely and cost-efficient manner, the Public Works Department recommends that the City enter into a new agreement with Sunshine Gasoline utilizing MDC's recently awarded contract; and

WHEREAS, Sunshine Gasoline's main offices are located within the City, and they also provide the City with alternative fueling facilities for when the City's fueling

station is not in operation; and

WHEREAS, pursuant to Section 2-322 of the City's Code, the City may purchase from a vendor without additional City competitive procurement provided the purchase is utilizing a contract entered into by another governmental or public entity provided that the City Manager has determined that it is practicable and advantageous for the City to employ this method of procurement and that the governmental or public entity has followed a competitive bidding procedure leading to the award of the bid or contract; and

WHEREAS, City staff respectfully requests that the Mayor and City Councilmembers authorize the City Manager to execute an agreement with Sunshine Gasoline for the provision of gasoline and diesel fuel, substantially in the form attached hereto as Attachment "A", for a term of two (2) years, and any extension periods as may be provided by the MDC contract, in an amount not to exceed budgeted funds; and

WHEREAS, funds for these services are available in the current fiscal year and will be budgeted in future fiscal years in the Public Works Fund Account No. 001.80005.500522 – "Operating Supplies – Vehicles".

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The agreement between the City of Doral and Sunshine Gasoline Distributors, Inc. for the provision of fuel in an amount not to exceed

budgeted funds in substantially the form attached hereto as Exhibit "A" is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute an agreement with Sunshine Gasoline Distributors, Inc. in substantially the form attached as Exhibit "A" and to expend budgeted funds on behalf of the City in connection therewith.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 18 day of October, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT "A"



Strategic Procurement Department
Price Tabulation

ITQ No.: EVN001442 Gasoline and Diesel, 11/01/23 thru 10/31/25

Created by: J. Lee *J. Lee*

Verified by: R. Mendoza *R. Mendoza* Awarded Vendor: Sunshine Gasoline Distributors

GROUP A, GASOLINE				
TRANSPORT TRUCK DELIVERIES				
Payment NET 45				
Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
1	E10 Gasoline, Regular	5,000	-\$0.01000	-\$50.00
2	E10 Gasoline, Mid-Grade	45,000	-\$0.02000	-\$900.00
3	E10 Gasoline, Premium	17,250	-\$0.15000	-\$2,587.50
TOTAL FOR TRANSPORT TRUCK DELIVERIES				-\$3,537.5000
TANK WAGON TRUCK DELIVERIES				
Payment NET 45				
Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
4	E10 Gasoline, Regular	65,000	\$0.10500	\$6,825.00
5	E10 Gasoline, Mid-Grade	135,000	\$0.10500	\$14,175.00
6	E10 Gasoline, Premium	51,750	\$0.10500	\$5,433.75
TOTAL FOR TANK WAGON TRUCK DELIVERIES				\$26,433.7500
TRANSPORT TRUCK DELIVERIES				
Payment NET 15				
Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
7	E10 Gasoline, Regular	7,500,000	-\$0.03500	-\$262,500.00
TOTAL FOR TRANSPORT TRUCK DELIVERIES				-\$262,500.0000
TANK WAGON TRUCK DELIVERIES				
Payment NET 15				
Item No.	Gasoline	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
8	E10 Gasoline, Regular	200,000	\$0.10000	\$20,000.00
TOTAL FOR TANK WAGON TRUCK DELIVERIES				\$20,000.0000
GROUP A, SUB-TOTAL:				-\$219,603.7500
GROUP B, DIESEL				
TRANSPORT TRUCK DELIVERIES				
Payment NET 45				
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
1	ULS Diesel No. 2 (Clear)	470,000	-\$0.01250	-\$5,875.00
2	ULS Diesel No. 2 (Red Dyed)	1,800,000	-\$0.01250	-\$22,500.00
TOTAL FOR TRANSPORT TRUCK DELIVERIES				-\$28,375.0000
TANK WAGON TRUCK DELIVERIES				
Payment NET 45				
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
3	ULS Diesel No. 2 (Clear)	86,000	\$0.12000	\$10,320.00
4	ULS Diesel No. 2 (Red Dyed)	219,000	\$0.12000	\$26,280.00
TOTAL FOR TANK WAGON TRUCK DELIVERIES				\$36,600.0000
TRANSPORT TRUCK DELIVERIES				
Payment NET 15				
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
5	ULS Diesel No. 2 (Clear)	14,820,000	-\$0.02870	-\$425,334.00
TOTAL FOR TRANSPORT TRUCK DELIVERIES				-\$425,334.0000
TANK WAGON TRUCK DELIVERIES				
Payment NET 15				

Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
6	ULS Diesel No. 2 (Clear)	40,000	\$0.10000	\$4,000.00
7	ULS Diesel No. 2 (Red Dyed)	1,000	\$0.10000	\$100.00
TOTAL FOR TANK WAGON TRUCK DELIVERIES				\$4,100.0000
GROUP B, SUB-TOTAL:				-\$413,009.0000
GROUP C, DIESEL				
Miami Dade Fire Rescue (MDFR)				
TANK WAGON TRUCK DELIVERIES				
Payment NET 15				
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
1	ULS Diesel No. 2 (Clear)	580,000	\$0.10000	\$58,000.00
TOTAL FOR TANK WAGON TRUCK DELIVERIES				\$58,000.0000
GROUP C, SUB-TOTAL:				\$58,000.0000
Aggregate Total for Groups A, B, and C:				-\$574,612.7500
GROUP D, DIESEL				
Miami Dade Public Housing and Community Development (PHCD)				
No County measures or preferences will apply to this group				
TANK WAGON TRUCK DELIVERIES				
Payment NET 45				
Item No.	Diesel	Estimated Gallons per Year (this is not a guaranty)	Differential Per Gallon	Extended Price
1	ULS Diesel No. 2 (Red Dyed)	20,000	\$0.10000	\$2,000.00
TOTAL FOR TANK WAGON TRUCK DELIVERIES				\$2,000.0000
GROUP D TOTAL:				\$2,000.0000



INVITATION TO QUOTE (ITQ)

PART I. ITQ OVERVIEW AND GENERAL TERMS AND CONDITIONS

A. Information

Event No.: EVN0001442	
Event Title: Gasoline and Diesel	
This ITQ is issued pursuant to Miami-Dade County Pool of Prequalified Vendors No. RTQ-02202	
<p>Bids are to be submitted electronically through a secure mailbox via the Integrated Financial Resources Management System (INFORMS) (https://supplier.miamidade.gov) until the date and time indicated in the INFORMS Solicitation End Date published in INFORMS and in this Solicitation document. It is the sole responsibility of the Bidder to ensure that its Bid is in INFORMS before the solicitation deadline. There is no cost to the Bidder to submit a Bid for a Miami-Dade County solicitation via INFORMS. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.</p> <p>For information concerning this Solicitation, use the question/answer feature provided within the Solicitation by INFORMS at https://supplier.miamidade.gov. Questions of a material nature must be received prior to the date and time of the INFORMS Solicitation Question & Answer End Date specified in the Solicitation. Material changes, if any, to the Solicitation will be made only by written addendum. (See Mandatory Online Forms and Addendum Acknowledgement section of INFORMS site).</p> <p>Bidders must allow sufficient time to complete online forms and upload all bid documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into INFORMS before the date and time of the INFORMS Solicitation End Date, or the system will stop the process and the submission will be considered late and will not be accepted.</p> <p>No part of a Bid can be submitted by hardcopy, email or fax. Suppliers/Vendors are encouraged to access the links below to assist with submission of responses to the Solicitation.</p> <p>Recorded eSupplier Workshop https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780 Password: q37%t+pG</p> <p>Submit a Bid Job Aid https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf</p>	
County Department: Strategic Procurement	
Department Contact: Jesus Lee	E-Mail: fjl@miamidade.gov
Delivery/Service Address: Multiple	
Delivery/Service Required: 11/01/23 through 10/31/25	
Method of Award: See below	
Award of Contracts over \$5,000,000 In accordance with Section 2-8.1(b)(5) of the Code of Miami-Dade County, as amended by Ordinance 23-28, any contract award for goods and services exceeding \$5,000,000 under this prequalification pool is subject to ratification by the Board of	



INVITATION TO QUOTE (ITQ)

County Commissioners (Board). Any contract award not ratified by the Board, and such legislative action becomes final, the contract shall be deemed terminated. In such event, the Awarded Bidder may be eligible for reasonable costs incurred prior to the notice of termination.

B. Instruction to All Bidders

1. Section 1, General Terms and Conditions of Miami-Dade County (County) shall apply to all resultant Contracts from this ITQ. This Section is available on demand at the County's Strategic Procurement Department's (SPD) webpage: <https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r23-2.pdf>
General Terms and Conditions of Section 1 are non-negotiable.

2. The use of federal funds is anticipated for Public Housing and Community Development (PHCD) (see Section 1, paragraph 17) in the resultant contract. As such, the following Section 1 General Terms and Conditions provisions **shall not apply to this ITQ only for PHCD:**
 - Article 1.2(H) Prompt Payment Terms
 - Article 1.11 Local Preference
 - Article 1.29 Office of the Inspector General (*only the **cost** of the random audits, as specified*)
 - Article 1.37 County User Access Program (UAP)
 - Article 1.45 Small Business Enterprise (SBE) Measures
 - Article 1.46 Local Certified Veteran's Business Enterprise Preference
 - Article 1.47 Application of Preferences
 - Article 1.49 First Source Hiring Referral Program (FSHRP)

3. Pursuant to Section 2-11.1 (t) of the Code of Miami-Dade County, as amended, a "**Cone of Silence**" is imposed upon issuance of this ITQ after advertisement and terminates at the time a written recommendation is issued.

PART II. ADDITIONAL TERMS

In accordance with the terms and conditions of RTQ-02202, Gasoline and Diesel, pre-qualification Pool (Pool), Miami-Dade County (County) is hereby soliciting price quotes for transport and tank wagon deliveries of bulk gasoline and diesel fuels. By submitting, signing, and uploading a price in response to this Invitation to Quote (ITQ), the pre-qualified Bidder agrees to the terms and conditions of RTQ-02202, Gasoline and Diesel Pre-Qualification Pool, and to the addition and changes to such terms and conditions provided herein. The terms and conditions of pool number RTQ-00676 are available via the link below. [https://www.miamidade.gov/DPMww/ProcurementNAS/pdf_files/RTQ00676/Package_for_Solicitation_RTQ-00676, w Add 1..pdf](https://www.miamidade.gov/DPMww/ProcurementNAS/pdf_files/RTQ00676/Package_for_Solicitation_RTQ-00676_w_Add_1..pdf)

PURPOSE:

The purpose of this ITQ is to secure price quotes for delivery of un-branded fuel as specified herein for a two (2) year period. Delivery is required starting **November 1, 2023, through October 31, 2025.**

METHOD OF AWARD: BY GROUP

Award for Groups A, B, and C will be made in the aggregate, and Group D will be awarded separately, to the lowest priced responsive, responsible Bidder who meets or exceeds the minimum requirements below, and submits a price for all items within these Groups. **If a Bidder fails to submit a price for all items, its offer may be rejected.** A zero (\$0) or negative (-\$) dollar value submitted by a Bidder will be accepted as a price.



INVITATION TO QUOTE (ITQ)

This ITQ includes four groups: Group A for gasoline, Group B for diesel, Group C diesel for Miami-Dade Fire Rescue stations on a Weekly Top-Off schedule, and Group D diesel (dyed) for the Miami Dade Public Housing and Community Development (PHCD). No County measures or local preferences will be applied to the price evaluation of Group D due to the use of federal funding by PHCD.

MINIMUM REQUIREMENTS FOR THIS ITQ

1. Access to fuel at two ports.

The apparent low Bidder shall be able to obtain (lift) fuel from at least two Florida ports, other than Port Everglades, with either Tampa or Orlando (to fulfill one port) and Cape Canaveral, Jacksonville or any state of Georgia ports that regularly offers fuel as needed herein (to fulfill the second port).

Bidders shall upload to Informs documentation from any terminal operator, or a company who has a contract with a terminal operator at these ports, to the satisfaction of the County. The documentation shall be from each port or a terminal operator in these port(s) in the Bidder's name, or Bidder's supplier's name. Once awarded, the Awarded Bidder shall maintain such access to these or other ports, as may be approved by the County, during the term of this contract.

2. Agreement with a Terminal Operator for fuel.

Bidder shall have and upload to Informs an agreement or agreements with at least one Terminal Operator at Port Everglades, or with distributor(s) that have agreements with Terminal Operators at Port Everglades for the purchase of the applicable fuel.

All Bidders shall provide and upload to Informs documentation that such agreements provides sufficient amounts of fuel (at the sole discretion of the County) to the Awarded Bidder to supply the County's estimated needs in Section 2, Paragraph 11 herein.

NOTE: The County reserves the right to request additional documentation and information during evaluation.

3. Common Carrier / Subcontractor

Bidder shall submit a list of all common carrier(s) / subcontractor(s) Bidder intends to use during the term of this ITQ.

PRICING TERMS:

A. Price

Submit a "Differential Per Gallon" price for **Net 45 Day** payment, in accordance with Scope of Services for providing the fuel types and services including delivery of fuel, excluding the "Emergency Fuel Delivery" fees which are provided for in item "C" below. Pricing shall be submitted via Informs in the Item Response Form, as a fixed price and shall include all supplies and any and all expenses for the bidders to provide these services under the Contract.

B. Early Payment Discount Price

The Early Payment Discount Price is as follows:

Submit a "Differential Per Gallon" price for **Net 15 Day** payment, in accordance with Scope of Services for providing the fuel types and services including delivery of fuel, excluding the "Emergency Fuel Delivery" fees which are provided for in subparagraph "C" below. Pricing shall be submitted via Informs in the Item Response Form, as a fixed price and shall include all supplies and any and all expenses for the bidders to provide these services under the Contract.



INVITATION TO QUOTE (ITQ)

C. Emergency Fuel Delivery

In accordance with Scope of Services, Section 2, Paragraph 7 herein, entitled Emergency Contingency Plan, the cost for fuel delivered from ports or terminals other than Port Everglades will be reimbursed by the County at the actual market freight rate with no mark-up by the Contractor. The awarded Bidder shall provide documentation of their additional freight cost as a condition of reimbursement. The fuel delivery rate shall be capped at \$900.00 per delivery. However, should the need arise, the Awarded Bidder can request approval of a higher rate for a delivery by obtaining prior authorization from the County.



INVITATION TO QUOTE (ITQ)

SECTION 1 SPECIAL TERMS AND CONDITIONS

1. Bidder shall insert unit price as required opposite each line item Response Form.
2. The referenced pool (RTQ-00676), this ITQ and any addenda, and/or properly executed modifications, the purchase order (if issued), and change orders (if applicable), constitute the entire contract.
3. All products specified herein shall be fully guaranteed by the awarded Bidder. The awarded Bidder at no cost to the County will correct any product defects and repair any damages facility, equipment or vehicles, which may occur as the result of faulty products such as, but not limited to, fuel contamination. The County does not waive the implied warranties granted under the Uniform Commercial Code or other standards as applicable.
4. All products shall be new and unused.
5. The County may, at its sole option, extend the terms of this ITQ for up to **One Hundred, Twenty (120) calendar days** where the County determines it is in its best interest.
6. Rejected goods remain the property of the Bidder and all risk of loss remains with the Bidder. Bidder must remove all rejected goods from County property within the time frame established by the County.
7. The Internal Services Department Director, or designee, may issue an award under this solicitation. The awarded Bidder shall honor no request for performance until the Director, or designee, has made an award.
8. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, shall be included in the awarded Bidder's price, as the County will not reimburse them separately.
9. All prices shall be quoted F.O.B. destination. Freight (i.e., transport costs) may only be paid by the County pursuant to the "Pricing" section, Paragraph C "Emergency Fuel Delivery" herein. All fuel shall remain property of the Contractor until accepted and signed for by an authorized County representative.
10. The County is exempt from certain taxes and fees (Federal, State, and Local) except applicable taxes and fees listed below, subject to legislative or administrative change as applicable. Please note this list of taxes and fees below is provided as a reference tool only. It is the awarded vendor's responsibility to collect the appropriate taxes and seek all available reimbursements. If the awarded vendor seeks to collect a tax not listed it shall provide the County with justification for such tax. Awarded vendors must register with the Internal Revenue Service as "Ultimate Vendor" on IRS Form 637 (or other appropriate form, if applicable) to apply for federal Excise Tax reimbursement. Upon request, the County will issue awarded vendors a signed Model Certificate P, CERTIFICATE OF STATE USE, and the County's State of Florida, CONSUMER'S CERTIFICATE OF EXEMPTION. It is the awarded vendor's responsibility to request and obtain all required certificate(s) from the County.

Purchase of fuel for County use or other tax exempt entity's use:

<u>Taxes/Fees</u>	<u>County Exemption</u>
Federal	Exempt from Excise Tax Only
State	Not Exempt
Local	Not Exempt

Purchase of fuel for resell to private consumers:

<u>Taxes/Fees</u>	<u>County Exemption</u>
Federal	Not Exempt
State	Not Exempt
Local	Not Exempt



INVITATION TO QUOTE (ITQ)

11. The "Differential Per Gallon" shall be fixed and firm for the term of the contract and any extension periods, unless modified by mutual agreement via an executed Supplemental Agreement.
12. The awarded Bidder shall provide first and exclusive priority of its supply of fuel to the County, no matter the source of its fuel during the entire term of this contract including any supply interruptions or shortages.
13. The Awarded Bidder shall endeavor to meet the County's needs at all time, especially during supply interruptions or shortages, by proactively sourcing fuel from any available industry wide source.
14. The following insurance coverage supersedes the insurance coverage in RTQ-00676 and in General Terms and Conditions on page two of this ITQ.
 1. Worker's Compensation Insurance for all employees as required by Florida Statute 440.
 2. Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate to include Products & Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
 3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit
 4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence \$5,000,000 in the aggregate. If excess liability is provided, it must be follow-form over coverages B and C.
 5. Broad Form Pollution Liability Coverage in an amount not less than \$5,000,000
15. Special Invoicing Requirements - The Awarded Bidder shall submit an invoice to the County's applicable user department after fuel has been delivered to the site by the Awarded Bidder. Submittal of these invoices shall not exceed thirty (30) calendar days from the delivery of the items. Invoices may be e-mailed pursuant to each user department's needs. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. The invoices shall 1) clearly reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted; 2) pricing information to include unit price and extended total price of fuel provided and all applicable fees, taxes, and discounts; 3) description of all goods and services provided; 4) delivery information to include delivery terms set forth within the Miami-Dade County Release Purchase Order and location and date of delivery of goods and services provided.
16. Invoices and associated back-up documentation shall be submitted electronically by the Awarded Bidder to the applicable County departments as follows:

Aviation Marjorie Jean-Louis 4331 NW 22 Street Miami, FL 33122 305-876-8498	Corrections Mohammad Haq 2525 NW 62 nd Street Miami, FL 33147 786-263-5914	Fire Rescue Marianela Betancourt 9300 NW 41 Street Doral, FL 33178 786-331-4241	Internal Services/Fleet Mgt. Fuel Help Desk (305) 375-5186 Jackie Dashtaki (305) 375-3479 or
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Mjean-louis@miami-airport.com	hague@miamidade.gov	mbetan@miamidade.gov	Marsha Wilchcombe (305) 375-2304 111 NW 1 st Street. Suite 1050 Miami, FL 33128 ISD-FMFC@miamidade.gov
Housing Csonka Ferguson 701 NW 1 ST Ct. Floor 16 Miami, FL 33136-3914 786-469-4195 MDHA-AP@miamidade.gov	Park and Recreation Jorge Rodriguez 275 NW 2 nd Street Miami, FL 33128 305-755-7909 iyr@miamidade.gov	Police Department De'Chan Demeritte 9105 NW 25 St Miami, FL 33172 305-471-2520 dademeritte@mdpd.com	Seaport Leticia Smith 1015 N. America Way Second Floor Miami, FL 33132 305-347-5506 lcsmith@miamidade.gov
Transit / Public Works Finance Dept. Shared Services Payable Unit 111 N.W. 1 st Street 26 th Floor Miami, FL 33128	Water and Sewer Mercy Ramirez or Patrice Sykes 3071 SW 38 th Avenue Miami, FL 33146 (786) 552-8175 merc@miamidade.gov vpsyke@miamidade.gov	Department of Solid Waste Management Marie Brutus 2525 NW 62 nd Street, 5 th Floor Miami, FL 33147 305 514-6727 payables@miamidade.gov	

The County may at any time designate a different address and/or contact person by giving written notice to the awarded Bidder.

17. Miami-Dade Public Housing and Community Development (PHCD) - Exemption To Certain Clauses Due To The Use Of Federal Funds.

The Miami Dade Public Housing and Community Development (PHCD) will access the resultant contract of this ITQ. As a federally-funded agency, certain clauses within this ITQ do not apply to PCHD, including: Local Preferences, Small Business Contract Measures, County User Access Program-UAP, Local Certified Service - Disabled Veteran's Business Preference.

The following clauses do apply to PCHD. The forms mentioned below are attached to the e-mail containing this solicitation.

a) HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)

This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

b) Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)

Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 2 CFR Part 200, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.



INVITATION TO QUOTE (ITQ)

c) General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)

This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

18. Miami-Dade Aviation Department - SPECIAL PROVISIONS

A). Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the



INVITATION TO QUOTE (ITQ)

Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)



INVITATION TO QUOTE (ITQ)

- B) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- C) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. Security Requirements - Immediately upon award notification, the successful Bidder(s) will be given the contact information for each County department listed below to coordinate and satisfy their specific security requirements. This list is not all encompassing and is subject to change. Security requirements may include, but not limited to, completing various security forms and obtaining identification badges for Bidder’s employees entering department facilities. It is the Bidder’s responsibility to obtain final security approval from each department before the effective date of the term of this ITQ.

Departments

Miami-Dade Police
Miami-Dade Transit
Miami-Dade Water and Sewer

20. CONTRACTOR LIABILITY

The awarded Bidder shall be solely responsible for all damage to property, including but not limited to all fuel station facilities, vehicles and equipment of Miami-Dade County or any municipality or agency occurring as a result of or in connection with the furnishing and delivering of fuel product(s) and services hereunder on account of any neglect, fault, or default of the awarded Bidder, it’s suppliers or its subcontractors. The awarded Bidder shall upon demand promptly reimburse Miami-Dade County for any payments made by the County on account thereof.



INVITATION TO QUOTE (ITQ)

SECTION 2 SCOPE OF SERVICES

1. Background

Miami-Dade County consumes approximately 25 million gallons of various gasoline and diesel fuels each year (see Section 2, Paragraph 11) for its fleet of vehicles, generators, and other equipment. Fuel is stored and distributed at numerous above and below storage tanks at facilities located throughout Miami-Dade County as listed in Attachment A, which is subject to changes due to additions and deletions of locations or tanks during the term of this ITQ. Attachment A is an Excel spreadsheet. The intent of this ITQ is to obtain fuel to meet the County's fuel requirements under normal conditions, and continue to obtain fuel on a first priority basis during emergency conditions that may disrupt the availability of fuel in the general area.

The County is seeking to contract with one Bidder per group that shall have a contract with a fuel distributor(s) or a terminal operator(s), for the supply and delivery of fuels to the County.

2. Standards

All fuels shall conform to the latest standards pursuant to the Florida State Department of Agriculture and Consumer Services Division. For fuel with no current standards under the Florida State Department of Agriculture and Consumer Services, the fuel type shall meet all ASTM International standards.

The awarded Bidder shall comply with product and transportation requirements, regulatory mandates, and environmental standards established by the Florida Department of Transportation (FDOT) and the U.S. Environmental Protection Agency (EPA).

3. Fuel Types and Grades Required

The types of fuel that the County anticipates purchasing are listed below. However, the County reserves the right, at its sole discretion, to change this list by either adding or deleting fuel types as may become necessary for the County's needs. When a class, type, or category of fuel is needed, the County may request a price quote and provide the specifications for the fuel to the awarded Bidder no less than fifteen (15) days in advance of the first request for such fuel. The County may purchase new fuel types from the awarded Bidder or from other source.

The types of fuel identified for this ITQ are:

- a) E10 Gasoline, Regular (to test no less than 87 Octane).
- b) E10 Gasoline, Mid-Grade (to test no less than 89 Octane).
- c) E10 Gasoline, Premium (to test no less than 91 Octane).
- d) Diesel Fuel No. 2, Red-Dyed
- e) Diesel Fuel No. 2, Clear

4. Differential

Firm and Fixed Service Adder (Differential): This charge shall be defined as consisting of all charges necessary for the awarded Bidder to fully complete and invoice the business transaction inclusive of delivery, profit, and any other fees, except for the Fuel Tax Rates as detailed in Section 1, Paragraph 10.

The County shall pay the awarded Bidder: 1) the price Differential offered; 2) the applicable taxes/fees (per Section 1, Paragraph 10); and 3) the daily fuel price based on the Oil Price Information Service (OPIS) Un-branded (UBD) Contract Rack Average (10:00 am) Report (as illustrated below) for the day of delivery for the appropriate fuel type and category



INVITATION TO QUOTE (ITQ)

for Miami, Florida. The County will also pay for the emergency fuel delivery fees in accordance with the "Emergency Fuel Delivery" paragraph in the "Pricing" section. The User Access Program (UAP) and the Inspector General (IG) fees will be deducted by the County. Awarded Bidder's invoices shall conform to County requirements. See Sample Invoice at the end of this ITQ.

The following is an illustrative example (subject to change) of the OPIS report for Automotive and Marine (Rec90) Gasoline and Diesel (Clear and Dyed).

Marine Gasoline

MIAMI, FL

20XX-03-11 10:00:04 EDT

****OPIS CONTRACT BENCHMARK FILE****

****OPIS GROSS CONV. CLEAR PRICES****

9.0 RVP

	Unl	Mid	Pre
--	-----	-----	-----

UBD RACK AVG

---	2X.XX		
-----	-------	--	--

Gasoline

MIAMI, FL

20XX-03-11 10:00:49 EDT

****OPIS CONTRACT BENCHMARK FILE****

****OPIS GROSS CBOB ETHANOL (10%) PRICES****

9.0 RVP

	Unl	Mid	Pre
--	-----	-----	-----

UBD RACK AVG

2XX.XX	2XX.XX	2XX.XX	
--------	--------	--------	--

Clear Diesel

MIAMI, FL

20XX-03-11 10:00:49 EDT

****OPIS CONTRACT BENCHMARK FILE****

****OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES****

	No.2	No.1	Pre
--	------	------	-----

UBD RACK AVG

2XX.XX	-- --	-- --	
--------	-------	-------	--

Dyed Diesel

MIAMI, FL

20XX-03-11 10:00:49 EDT

****OPIS CONTRACT BENCHMARK FILE****

****OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES****

	No.2	No.1	Pre
--	------	------	-----

UBD RACK AVG

2XX.XX	-- --	-- --	
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The awarded Bidder shall provide the County written notice of any changes within a reasonable time of all available Federal or State credits and discounts for all fuel types being purchased herein. The awarded Bidder shall apply all applicable credits and discounts to the price charged to the County, and identify and reflect the discount on the applicable invoices.



INVITATION TO QUOTE (ITQ)

5. Fuel Delivery Services

- A. The awarded Bidder shall have, or be able to contract with a company that has a fleet of fuel trucks capable of accessing (lifting) fuel from Florida and/or Georgia ports and deliver such fuel to numerous County facilities listed on Attachment A. The awarded Bidder may use its own resources or use subcontractors to provide the fuel deliveries.
- B. The awarded Bidder shall make deliveries within twenty-four (24) hours of receipt of a County order or as directed by the County. All deliveries shall be made in accordance with good commercial practice, and within the specified operating hours of the applicable facilities, including fuel deliveries on Saturday and Sunday. In cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder, the Awarded Bidder shall notify the County's authorized representative (at the applicable facility) of the delays, in advance of the delivery time, so that a revised delivery schedule can be arranged with the County's authorized representative at the applicable facility.
- C. The awarded Bidder shall provide reliable fuel delivery by using transport truck (fuel amounts in excess of 7,500 gallons) and tank wagon (fuel amounts of 7,500 gallons or less) deliveries. The County anticipates that the majority of its fuel orders will be delivered using transport truck deliveries. All tank wagon trucks shall be outfitted with the appropriate meters and measuring equipment for fuel delivery. Transport truck deliveries shall be accompanied by the Bill of Lading from the fuel terminal.
- D. All fuels loaded for deliveries shall be temperature adjusted to 60° F or in accordance with the latest edition of the ASTM International applicable standards for Petroleum Measurement Tables. The awarded Bidder shall have established policies and procedures ensuring fuel is the correct type and free of contaminants. The awarded Bidder shall invoice based on the net gallons of fuel delivered after temperature compensation. The County reserves the right to reconcile any deviation of fuel delivered by using the County's electronic tank gauging system (e.g., Veeder Root).
- E. All fuel shall be quoted and delivered F.O.B. destination to the locations listed in Attachment A. The County reserves the right to add or delete locations and tanks listed in Attachment A at any time during the contract term. All quantities listed are estimates and are not guaranteed. Awarded Bidder shall hold title to the goods until such time as they are delivered. Fuel price shall include all costs of transporting, delivery, and unloading to the locations listed in Attachment A, except for Emergency Fuel Delivery as described in the Pricing Section. Awarded Bidder(s) shall secure the authorized County representative's acceptance signature for fuel deliveries on delivery ticket(s). A copy of the signed delivery ticket(s) shall be submitted with the corresponding invoice.
- F. The awarded Bidder may be required to deliver a split load of transport truck delivery to two County facilities, at no additional cost to the County.
- G. The awarded Bidder shall deliver fuel to Miami-Dade Fire Rescue (MDFR) stations in accordance with the attached MDFR Weekly Top-Off Schedule. Address and capacity information are listed in Attachment A.

6. Truck Certification

Fuel delivery shall be in trucks equipped with a sealed State of Florida approved and inspected meter or that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated, and certified compartment tank volume markers for the petroleum product being delivered.



INVITATION TO QUOTE (ITQ)

7. Emergency Contingency Plan

The awarded Bidder shall, at all times, have an Emergency Contingency Plan that guarantees the County a continuous supply of fuel before, during, and after an emergency, as determined solely by the County. During emergencies the County has historically experienced an increase in its normal fuel purchases of about 40%-60% for a sustained period of time depending on the nature of the emergency. The awarded Bidder shall provide the fuel at existing contract prices. If the need arises, the County will reimburse the awarded Bidder for fuel delivered from ports or terminals other than Port Everglades, with prior written approval from the County, per the Pricing section herein. At the sole discretion of the County, the County may reimburse awarded Bidders higher prices during emergencies with advance notice and proper documentation.

8. Fuel Spills

- A. The awarded Bidder shall be fully responsible for any and all actions of their employees or subcontractor's employees, including those that require abatement or clean up as result of an "improper" delivery. The awarded Bidder shall have and shall maintain those types and quantities of materials necessary to contain a fuel spill.
- B. The awarded Bidder shall promptly and thoroughly cleanup all fuel spills, pursuant to federal, state, and local regulations and shall pay for any environmental remediation and any agency fines or fees that result from the fuel spill.
- C. Discovery or occurrence of a fuel spill, overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any indication of chemical release shall be immediately reported by the awarded Bidder to the County. When the event is directly or indirectly the result of the awarded Bidder actions, the awarded Bidder shall also effect containment and initiate cleanup immediately.

9. Compliance with the Florida Occupational Safety and Health Act

The awarded Bidder shall comply with all requirements of Chapter 442 of the Florida Statutes regarding Material Safety Data Sheets (MSDS).

10. Reporting Requirements

The awarded Bidder shall complete and submit to the County the attached Fuel Delivery Report on a monthly basis, no later than the 15th day of the following month fuel was delivered to the County. The awarded Bidder shall not change the report format in any way. The County reserves the right to change the report.

The awarded Bidder's completed Fuel Delivery Report shall be submitted via email to: Jesus Lee, Internal Services Department (FJL@miamidade.gov); Susannah Troner, Office of Sustainability (trones@miamidade.gov); and Manuel (Rick) Garcia, Division of Environmental Resources Management (GarciMa@miamidade.gov), or as may be updated.

11. Consumption Data – Twelve (12) Month Period May 2022 April 2023

The following table and the estimated quantities listed on the Price Submittal Form are not a guarantee of future purchases. The table below is the number of gallons of gasoline and diesel delivered to the County during the referenced months. The estimates on the Price Submittal Form are a best guess estimate which will be different than the eventual consumption, as may be affected by unforeseen circumstances such as acts of nature, budgetary changes, and other factors that may increase or decrease the estimates during the two-year term of the expected contract. The ongoing purchase of CNG, hybrid, and electric vehicles throughout County departments' fleet is expected to continue diminishing the estimated number of gasoline and diesel gallons consumed. Diesel includes clear and dyed, and gasoline includes



INVITATION TO QUOTE (ITQ)

all octane grades. This data does not include the consumption of fuel by other cities and agencies that may access this contract pursuant to the User Access Program.

GASOLINE: all grades	
May-22	712,442
Jun-22	698,023
Jul-22	662,040
Aug-22	765,098
Sep-22	710,171
Oct-22	652,421
Nov-22	684,908
Dec-22	650,141
Jan-23	665,312
Feb-23	665,608
Mar-23	708,612
Apr-23	626,095

DIESEL: clear and dyed	
May-22	649,046
Jun-22	1,076,173
Jul-22	607,814
Aug-22	687,557
Sep-22	830,053
Oct-22	808,636
Nov-22	695,698
Dec-22	558,453
Jan-23	470,686
Feb-23	567,127
Mar-23	553,284
Apr-23	633,888

12. Cities and Agencies

Cities and agencies accessing this contract may include, but not limited to those listed below. The County makes no guaranty whether or not any City or agency may access this contract.

City of Miami	Miami Shores Village
City of Miami Beach	City of Miami Springs
City of North Miami	City of South Miami
Village of Biscayne Park	City of Sunny Isles
Barry University	Jackson Hospital
City of Homestead	



INVITATION TO QUOTE (ITQ)

SAMPLE INVOICE

				INVOICE #:	
				INVOICE DATE:	
SHIP TO:				REMIT TO:	
				VENDOR FEIN:	
BILL TO:				ACCOUNT #	
				Order #	
				PO #	
DIESEL/GASOLINE				UNIT	UNIT COST
OPIS DAILY PRICING					\$2.00
SERVICE ADDER (PER GALLON)					0.3554
TOTAL PRICE PER GALLON					\$2.3554
NET GALLONS SUPPLIED					7000
				TOTAL FUEL COST (Total Price per Gallon x Net Gallons Supplied)	\$16,487.80
TAXES & FEES					
MIAMI-DADE USER ACCESS FEE	(2% of Total Fuel Cost)				\$329.76
MIAMI-DADE INSPECTOR GENERAL FEE	(.25% of Total Fuel Cost)				\$41.22
				Total UAP & IG Fees:	\$370.98
MIAMI-DADE CO GAS TAX			0.160000		\$1,120.00
FED EXC LUST GOVT TA			0.001000		\$7.00
FL INSPECTION FEE			0.001250		\$8.75
FL MTR FUEL TAX			0.149000		\$1,043.00
FL POLLUTION TAX			0.020714		\$145.00
FED ENV REC FEE					\$8.31
				TOTAL TAXES	\$2,332.06
				INVOICE TOTAL	\$19,190.84
				Total Remitted to Vendor	\$18,819.86



miamidade.gov

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD

10:37 am, 10/02/2023

CLERK OF THE BOARD

STRATEGIC PROCUREMENT DEPARTMENT

111 NW 1ST Street • Suite 1300
Miami, Florida 33128 – 1974
Telephone 305-375-5289

September 27, 2023

All Responding Bidders (See Distribution List)

SUBJECT: CONTRACT NO.: EVN001442

TITLE: Gasoline and Diesel, Transport and Tank Wagon

Dear Bidders:

In accordance with Section 1.13 of the above-referenced solicitation and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the County Mayor or designee recommends award of this contract to:

Sunshine Gasoline Distributors, Inc.: Award of Groups A, B, C, and D.

Bidders(s) not considered for award are:

No other bids

The provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code. The Strategic Procurement Division of the Internal Services Department appreciates the participation of all bidders who responded to the subject action.

If you have questions, please contact Jesus Lee at 305-375-4264 email: fjl@miamidade.gov .

Sincerely,

Jesus Lee, CPPB
Procurement Contracting Officer 3
Miami Dade County, Florida

Distribution:
Sunshine Gasoline Distributors, Inc.

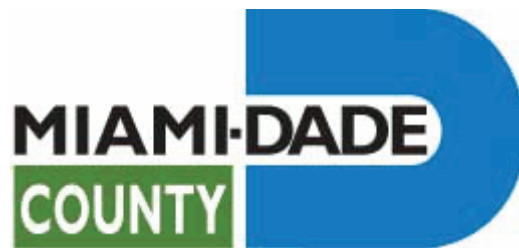
cc: Clerk of the Board
File



Solicitation RTQ-02202

Gasoline and Diesel

Solicitation Designation: Public



Miami-Dade County

Solicitation RTQ-02202 Gasoline and Diesel

Solicitation Number **RTQ-02202**
 Solicitation Title **Gasoline and Diesel**
 Expected Expenditure **\$0.00** (This price is expected - not guaranteed)

Solicitation Start Date **Mar 15, 2022 10:39:27 AM EDT**
 Solicitation End Date **Apr 15, 2022 6:00:00 PM EDT**
 Question & Answer End Date **Mar 25, 2022 8:30:00 PM EDT**

Solicitation Contact **Jesus Lee**
305-375-4264
fjl@miamidade.gov

Solicitation Contact **Vanessa Stroman**
Procurement Contracting Manager
ISD - Procurement Management Services
305-375-4263
Vanessa.Stroman@miamidade.gov

Contract Duration **See Bid Documents**
 Contract Renewal **See Bid Documents**
 Prices Good for **See Bid Documents**

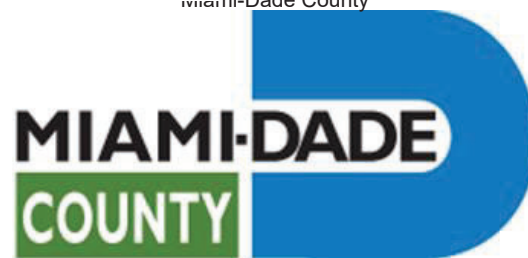
Solicitation Comments **This Request to Qualify (RTQ) will establish a Pool of pre-qualified Vendors capable of delivering various types of fuels to Miami-Dade County's (County) public safety departments such as Police and Fire Rescue, as well as other critical public services departments such as Water and Sewer Department (WASD), Department of Transportation and Public Works (DTPW), Internal Services Department (ISD), and all other County departments and agencies. Fuels include, but are not limited to unbranded Gasoline, clear and dyed Diesel, Jet- A, Aviation, and Recreational (Rec90) fuels, delivered pursuant to various Scopes of Work (SOW) detailed in subsequent Invitations to Quote (ITQ). Entry into the Pool is not a contract between Miami-Dade County and any member of the Pool, but rather is an acknowledgement that Pool members have satisfied the minimum prequalification criteria set forth below for membership in the Pool. During the term of this pool, the County reserves the right to pre-qualify or delete Vendors.**

Item Response Form

Item **RTQ-02202--01-01 - Gasoline and Diesel**
 Quantity **1 gallon**
 Prices are not requested for this item.
 Delivery Location **Miami-Dade County**
No Location Specified

Qty 1**Description**

Prequalified Vendors may be invited to participate in future spot market price competitions via ITQ by any department. Vendors awarded future ITQs, or groups within future ITQs are referred to as Awarded Bidders thereafter. ITQs may include additional minimum requirements based on specific future needs, and will contain specific terms, conditions, and SOW for the delivery of fuel(s) required at that time. The amounts of purchased fuels listed in Section 3 were provided by the current Awarded Bidder(s), and no guarantee is made herein or in any future ITQ as to the amount of fuel the County will purchase.



MIAMI-DADE COUNTY, FLORIDA

R E Q U E S T T O Q U A L I F Y

(R T Q)

NOTICE TO ALL VENDORS:

To establish the pool of prequalified vendors, the County will accept electronic submittals through a secure mailbox at BidSync (www.bidsync.com) until the end date and time indicated in this solicitation document. There is no cost to the vendor submitting a response to a Miami-Dade County solicitation via BidSync. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. To offer a submittal through BidSync, all information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the BidSync Solicitation End Date.

To request information prior to the BidSync Question & Answer End Date, use the question/answer feature provided within the solicitation by BidSync at www.bidsync.com. Material changes, if any, to the solicitation will only be transmitted by written addendum. (See addendum section of BidSync site).

Vendors in the Pool will be invited to participate in future spot market competitions, as needed. The spot market competition may be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and applicable provisions. Spot market competitions may not be restricted to vendors in this Pool; however, vendors must have a complete Submittal to be awarded a contract pursuant to this Pool.

Vendors must anticipate the inclusion of Section 1 - General Terms and Conditions of Miami-Dade County Procurement Contracts in all contracts resulting from spot market competitions. These general terms and conditions are considered non-negotiable. All current and applicable terms and conditions pertaining to a resultant contract may be viewed online at the Miami-Dade County Strategic Procurement Division's webpage here:

<https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r21-2.pdf>

The below referenced Section 1 - General Terms and Conditions provisions **shall not** apply to federally funded projects:

- Article 1.2(H) Prompt Payment Terms
 - Article 1.11 Local Preference
 - Article 1.29 Office of the Inspector General (only the cost of the random audits, as specified)
 - Article 1.37 County User Access Program (UAP)
 - Article 1.45 Small Business Enterprise (SBE) Measures
 - Article 1.46 Local Certified Veteran's Business Enterprise Preference
 - Article 1.47 Application of Preferences
 - Article 1.49 First Source Hiring Referral Program (FSHRP)
-

SECTION 2 – SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a Pool of pre-qualified Vendors capable of delivering various types of fuels to Miami-Dade County's (County) public safety departments such as Police and Fire Rescue, as well as other critical public services departments such as Water and Sewer Department (WASD), Department of Transportation and Public Works (DTPW), Internal Services Department (ISD), and all other County departments and agencies. Fuels include, but are not limited to unbranded Gasoline, clear and dyed Diesel, Jet-A, Aviation, and Recreational (Rec90) fuels, delivered pursuant to various Scopes of Work (SOW) detailed in subsequent Invitations to Quote (ITQ). Entry into the Pool is not a contract between Miami-Dade County and any member of the Pool, but rather is an acknowledgement that Pool members have satisfied the minimum pre-qualification criteria set forth below for membership in the Pool. During the term of this pool, the County reserves the right to pre-qualify or delete Vendors.

Prequalified Vendors may be invited to participate in future spot market price competitions via ITQ by any department. Vendors awarded future ITQs, or groups within future ITQs are referred to as Awarded Bidders thereafter. ITQs may include additional minimum requirements based on specific future needs, and will contain specific terms, conditions, and SOW for the delivery of fuel(s) required at that time. The amounts of purchased fuels listed in Section 3 were provided by the current Awarded Bidder(s), and no guarantee is made herein or in any future ITQ as to the amount of fuel the County will purchase.

The Pool shall remain open for the term of the RTQ, enabling additional Vendors to qualify for entry to the Pool or for prequalified Vendors to join other groups within the Pool, at any time after the initial Pool is established.

2.1 A prequalified Vendor has satisfied the minimum prequalification criteria set forth below for membership in this Pool.

2.2 An Awarded Bidder is the lowest priced Responsive and Responsible Bidder in accordance with the corresponding ITQ's method of award, who shall provide the goods and services.

2.2 TERM OF POOL: FIVE (5) YEARS

The prequalification Pool will begin on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, which is distributed by ISD, Strategic Procurement Division, and contingent upon the completion and submittal of all required RTQ documents. The prequalification Pool shall expire on the last day of the last month of a five (5) year period.

2.3 PREQUALIFIED GROUPS

It shall be the sole prerogative of the County to determine the number of Vendors who will be included under the prequalification Pool or under each group therein. The County may create other groups of prequalified Vendors with unique requirements, terms and conditions for additional or unforeseen needs during the term of this Pool. Nothing in this RTQ shall be considered a guaranty as to quantities of fuel purchased or the number of participating departments or locations. Attachment A contains the latest list of fuel stations and facility locations, with the fuel types and tank types and sizes. During the term of this RTQ, the County reserves the

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right to add or delete departments, locations, or tanks from Attachment A, and Awarded Bidder(s) shall provide services according to the latest version of Attachment A as published by the County.

2.3.1 Group One: Transport Truck and Tank Wagon Truck Delivery of Gasoline and Diesel (Clear and Dyed) Fuels.

Typically, fuel delivery services include, but are not limited to, County fuel stations and facilities with standby generators or other equipment throughout Miami-Dade County. For this fuel type, Transport Truck delivery is defined as a tanker delivery of fuel of seven thousand five hundred (7,500) gallons or more. Tank Wagon Truck delivery is defined as a tanker delivery of fuel of less than seven thousand five hundred (7,500) gallons. Orders will be placed on an as needed basis, or on a set schedule, depending on departmental needs, and may change from time to time.

Awarded Bidders shall coordinate deliveries to conform to County departments' schedules. Usually, generator and other equipment tanks are topped-off at the start of hurricane season. However, Awarded Bidder(s) for this group shall be able to top-off all sites anytime during the term of award on very short notice, such as during approaching storms, power outages, or unplanned events.

2.3.2 Group Two: Fueling Services for County Mobile Equipment.

Mobile Equipment is primarily, but not limited to, the Department of Solid Waste Management's (DSWM) heavy and construction equipment such as Compactors, Dozers, Backhoes, and Loaders at landfills and transfer stations, as well as equipment located at other job sites, as may be further described in future ITQs. Typically, fuel is delivered and dispensed directly to the equipment at landfills and transfer stations, and not to a fuel station. Consumption amounts listed in Section 3 are estimates only. Other departments may access this group's pricing for other similar Mobile Equipment fueling service needs throughout the geographical area of Miami-Dade County, and on a few occasions, delivery may be needed at nearby areas outside of Miami-Dade County.

The Department of Transportation and Public Works' Mobile Equipment is primarily, but not limited to, canal equipment such as weed harvester boats and fuel tanker trucks. Typically, fuel is delivered and dispensed directly to the equipment (including fuel tanker trucks), and not at a fuel station or fixed location. Other departments may access this group's pricing for other similar Mobile Equipment fueling service needs throughout the geographical area of Miami-Dade County, and of a few occasions, may be needed at nearby areas outside of Miami-Dade County.

2.3.3 Group Three: Rec-90, Recreational/Marine Gasoline

REC-90 is an ethanol-free, 90 octane unleaded gasoline blend designed for use in recreational/marine engines. Typically, fuel delivery services include, but are not limited to, County marinas and other sites throughout Miami-Dade County. For this fuel type, Transport Truck delivery is defined as a tanker delivery of fuel in excess of five thousand (5,000) gallons. Tank Wagon Truck delivery is defined as a tanker delivery of fuel of five thousand (5,000) gallons or less.

2.3.4 Group Four: Jet-A and Aviation Fuel Delivery / Services by Fixed Based Operators

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Jet-A and Aviation Fueling Services provided by Fixed-Base Operators (FBO) for Miami-Dade Fire Rescue (MDFR), Miami-Dade Police Department (MDPD), and other County departments operating helicopters and fixed winged aircrafts at Opa Locka Airport and Miami Executive Airport. An FBO is a company granted the right by an airport to operate at that airport to provide aeronautical services such as fueling services. Such right to operate shall be in the form of a valid Lease Agreement or other official documents from the airport authority where they intend to offer services specified herein.

2.3.5 Group 5: Fuel Transportation Services.

Fuel Transportation Services customarily consist of transporting County owned fuel from one or more County facility to one or more County facility. Typically, the Awarded Bidder may be required to transfer approximately 203,000 gallons of gasoline and/or diesel fuel from three emergency bulk fuel storage facilities located within Miami-Dade County to any ISD, Fleet Management Division (FMD) Vehicle Fueling Stations (as specified on subsequent orders) that have either underground fuel storage tanks (UST) or above ground fuel storage tanks (AST).

Transfers typically occur once a year and should be completed prior to June 1st, Monday through Friday from 6:00 am to 2:00 pm. During emergency situations, as deemed solely by Miami-Dade County, the Awarded Bidder will be required to perform same day or next day fuel transfer services twenty-four (24) hours a day, seven (7) days a week as requested by the County. Additional requirements, terms, conditions, and SOW may be detailed in future ITQs.

2.4 **PREQUALIFICATION CRITERION**

2.4.1 Vendors requesting to be added to Groups One, Two, and Three shall upload to BidSync the following documents:

2.4.1.1 Documentation showing Vendor has access to two (2) Fuel Port Facilities. For the purpose of this RTQ, "fuel port facilities" is defined as a direct terminal receiver of fuels from water-borne vessels such as Port Everglades. Vendors shall be able to obtain (lift) fuel from at least two Florida fuel port facilities that regularly offer fuel, other than Port Everglades, with either Tampa or Orlando to fulfill one port, and Cape Canaveral, Jacksonville or any Georgia ports to fulfill the second port. The documentation shall list the Vendor by name and come from a Port Operator or other entity authorized to grant the Vendor such access at the listed port. The Vendor shall substantially maintain such access during the term of this RTQ.

2.4.1.2 Documentation showing Vendor has an agreement or agreements with at least one Terminal Operator at Port Everglades, or with a distributor(s) that has an agreement(s) with Terminal Operators at Port Everglades, for the purchase of the applicable fuel Vendor is offering the County. Such agreement(s) shall list substantially sufficient amounts of fuel sold to the Vendor to supply the County's estimated needs listed in Section 3 herein. The Vendor shall provide contact information for these agreements to allow the County to verify this information.

2.4.1.3 Vendors must have a business office with sufficient staff, emergency phone number(s) and e-mail address, to be able to communicate with the County within one (1) hour of being contacted, on a twenty-four hours a day, seven days a week basis, to any matter pertaining to safety, supply, or delivery issues.

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2.4.1.4 Vendors shall provide two (2) references from commercial customers which Vendor has or is supplying fuel for within the last five (5) years from the RTQ due date. The Vendors shall identify contact information and the dates and types of fuel(s) and amounts delivered and services provided. The County will use the information to determine Vendor responsibility. The County may request additional information during evaluation. In lieu of the references from the Vendor or Vendor's Subcontractor, the County will consider the references from Vendor's key personnel in accordance with Resolution No. 1122-21. The County must be able to ascertain from the Vendor's references, to its satisfaction and sole discretion, that the Vendor has sufficient experience in providing the required products and services.

2.4.2 Group Four: Jet-A and Aviation Fuel Delivery by Fixed Based Operators Only

2.4.2.1 Jet-A and Aviation Fueling Services provided by Fixed-Base Operators (FBO) for Miami-Dade Fire Rescue (MDFR), Miami-Dade Police Department (MDPD), and other County departments operating helicopters and fixed winged aircrafts at Opa Locka Airport and Miami Executive Airport. An FBO is a company granted the right by an airport to operate at that airport to provide aeronautical services such as fueling services. Such right to operate shall be in the form of a valid Lease Agreement or other official documents from the airport authority where they intend to offer services specified herein.

2.4.3 Group Five: Fuel Transportation Services

All pre-qualified Vendors under Groups One, Two, and Three will be pre-qualified to participate in Group Five.

2.5 PRICES FOR GROUPS ONE, TWO, AND THREE (Differential per Gallon)

The Price Differential or Price offered by Awarded Bidder(s) may be a positive or negative differential from the Daily Oil Price Information Service (OPIS) Price report, as described below, and shall be per gallon, fixed and firm for the term of future ITQs, and shall consist of all charges necessary for the Awarded Bidder to fully complete the work and invoice the County inclusive of all costs, profit, F.O.B. delivery, and all other fees and permits, except for taxes applicable to the County, to deliver fuel to all County locations and facilities as described in future ITQs.

The Awarded Bidder shall show a separate line item on their invoice for their Price Differential, OPIS Price, UAP fee, IG fees, and each fee and applicable tax, or as may be specified in future ITQs.

The OPIS daily price report shall be the Unbranded Rack Average – OPIS Contract (10:00AM) Benchmark File (Gross) Rack Report for the day of delivery for the appropriate fuel type and category for Miami, Florida. Below is an illustration of the County's OPIS report for informational purposes only.

The County reserved the right, with the mutual consent of the Awarded Bidder(s), to change the pricing methodology to other than OPIS, change the OPIS report pricing methodology due to unavailability of the OPIS report, changes to the OPIS reporting formula, or other reasons which would make the above listed OPIS report not representative of market conditions. Awarded Bidder(s) requesting such changes shall be responsible for providing clear evidence to the County for the need of such changes in a timely manner.

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The following is an illustrative sample of the OPIS report for Automotive and Marine (Rec90) Gasoline and Diesel (Clear and Dyed).

Marine Gasoline

MIAMI, FL

20XX-03-11 10:00:04 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CLEAR PRICES

9.0 RVP

Unl	Mid	Pre
-----	-----	-----

UBD RACK AVG-03/11	--	--	1X.XX
--------------------	----	----	-------

Gasoline

MIAMI, FL

20XX-03-11 10:00:49 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL (10%) PRICES

9.0 RVP

Unl	Mid	Pre
-----	-----	-----

UBD RACK AVG-03/11	1XX.XX	1XX.XX	1XX.XX
--------------------	--------	--------	--------

Clear Diesel

MIAMI, FL

20XX-03-11 10:00:49 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

No.2	No.1	Pre
------	------	-----

UBD RACK AVG-03/11	2XX.XX	---	---
--------------------	--------	-----	-----

Dyed Diesel

MIAMI, FL

20XX-03-11 10:00:49 EDT

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE

PRICES**	No.2	No.1	Pre
----------	------	------	-----

UBD RACK AVG-03/11	2XX.XX	---	---
--------------------	--------	-----	-----

2.6 PRICE FOR GROUP FOUR (Differential per Gallon)

The Price Differential or Price offered by Awarded Bidders may be a positive or negative differential from the Oil Price Information Service (OPIS) Price, as described below, and shall be per gallon, fixed and firm for the term of future ITQs, and shall consist of all charges necessary for the Awarded Bidder to fully complete the work as described in Section 3 herein or as amended in future ITQs, and invoice the County inclusive of all costs, profit, F.O.B. delivery, and all airport, permits, and other fees, except for taxes applicable to the County, to deliver fuel to the County as described in future ITQs. The County shall pay the Awarded Bidder of Aviation fuel and Jet-A fuel the awarded Price Differential per gallon, and the OPIS price.

The County reserved the right, with the mutual consent of the Awarded Bidder(s), to change the OPIS report due to unavailability of the OPIS report, changes to the OPIS reporting formula, or other reasons which would

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make the below listed OPIS report not representative of market conditions. Awarded Bidder(s) requesting such changes shall be responsible for providing clear evidence to the County for the need of such changes.

The Awarded Bidder shall show a separate line item on their invoice for the UAP fee, IG fee, Price Differential, OPIS Price, and each fee and applicable tax.

Aviation Fuel - CONV CLEAR, PT. EVERGLADES, FL
 PADD 1 Report
 Port Everglades
 (5 day average)

Jet-A Fuel
 Weekly Newsletter
 See Gulf Coast, JET54 / Waterborne Column.

2.7 PRICES FOR GROUP 5

ITQs for Group 5 will specify if price being requested is per mile or per load or any other method.

2.8 TAXES

The County is exempt from certain taxes and fees (Federal, State, and Local) except applicable taxes and fees listed below, subject to legislative or administrative change as applicable. Please note this list of taxes and fees below is provided as a reference tool only. It is the Awarded Bidder's responsibility to collect the appropriate taxes and seek all available reimbursements. If the Awarded Bidder seeks to collect a tax not listed it shall provide the County with justification for such tax. Awarded Bidder must register with the Internal Revenue Service as "Ultimate Vendor" on IRS Form 637 (or other appropriate form, if applicable) to apply for federal Excise Tax reimbursement. Upon request, the County will issue Awarded Bidder a signed Model Certificate M and/or P as appropriate, CERTIFICATE OF STATE USE, and the County's State of Florida, CONSUMER'S CERTIFICATE OF EXEMPTION. It is the Awarded Bidder's responsibility to request and obtain all required certificate(s) from the County.

Purchase of fuel for County use or other tax exempt entity's use:

<u>Taxes/Fees</u>	<u>County Exemption</u>
Federal	Exempt from Excise Tax Only
State	Not Exempt
Local	Not Exempt

Purchase of fuel for resell to private consumers:

<u>Taxes/Fees</u>	<u>County Exemption</u>
Federal	Not Exempt
State	Not Exempt
Local	Not Exempt

2.9 REPORTING REQUIREMENTS: ALL AWARDED BIDDERS ON ALL GROUPS.

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All Awarded Bidder(s) shall complete and submit to the County a Fuel Delivery Report on a monthly basis, no later than the 15th day of the following month. The Awarded Bidder(s) shall not change the report format in any way. The County reserves the right to make changes to the report and to personnel receiving the reports.

The Awarded Bidder's completed Fuel Delivery Report shall be submitted via email to:

Jesus Lee, Internal Services Department (FJL@miamidade.gov);

Susannah Troner, Regulatory and Economic Resources Department, (trones@miamidade.gov)

Michele Markovitz, Regulatory and Economic Resources Department (Michele.Markovits@miamidade.gov)

2.10 SPOT MARKET QUOTES

Prequalified Vendors will be invited to participate in future spot market competition, as needed. The spot market competition will be in the form of ITQs that will include the SOW and specifications, and may include provisions, as applicable, such as:

- Small Business Enterprise (SBE) Measures, Set-Aside, or Goals: Each ITQ must be sent to SBE for review and application of SBE requirements before soliciting).
- Warranty Requirements
- Liquidated Damages
- Living Wage
- Insurance Requirements
- Shipping specific to each ITQ

For federally funded projects/programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ.

- Local Preferences
- User Access Program (UAP) Fee
- SBE Measures
- Local Certified Veteran Business Enterprise Preference
- First Source Hiring Referral Program
- SBE Prompt Payment Terms
- Office of Inspector General Fee

2.11 INDEMNIFICATION AND INSURANCE

Proof of insurance is not required to prequalify and join the pool. However, proof of insurance will be required as a condition of any subsequent award pursuant to an ITQ. Additional or revised insurance requirements may be necessary when performing work in certain County facilities that limit or restrict access. Any change or addition in insurance requirements will be detailed in subsequent ITQs. The following requirements supersede Section 1, Paragraph 1.22 of the general terms and condition.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

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- B. Commercial General Liability Insurance to include Pollution Liability in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than *\$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.

*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.

2.12 PURCHASE OF OTHER ITEMS NOT LISTED

While the County has identified the types of fuel delivery services within this solicitation which are currently utilized by County departments in conjunction with their operations, there may be other fuel services, including but not limited to reserve storage services and transport of County owned fuels, which may be needed by the County during the term of this Pool. At such time, a County representative from any department may obtain price quotes via ITQs from prequalified Vendors. The County reserves the right to award these other fuel services based on the lowest price quoted, or to acquire the fuel services through a separate solicitation.

2.13 DELIVERY SCHEDULE

Specific delivery schedule(s) (frequencies, quantities, dates, times, and locations), may be mutually established by each ordering department(s). The Awarded Bidder(s) shall make deliveries within twenty four (24) hours after the date of the order or as pre-established with ordering departments. All deliveries shall be made in accordance with good commercial practice, and within the specified operating days and hours of the facilities listed in Attachment A, and shall be adhered to by the Awarded Bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Vendor. In these cases, the Awarded Bidder shall notify the County of the delays immediately or as soon as practicable so that a revised delivery schedule can be arranged.

- 2.12.1 Deliveries to DTPW should be scheduled between the hours of 8:00AM and 4:00PM Mondays thru Saturdays.
- 2.12.2 Deliveries to the Fleet Management Division should be scheduled between the hours of 7:00AM and 3:00PM Mondays thru Fridays unless other special arrangements have been made. Deliveries arriving outside of these days and hours will be refused.
- 2.12.3 The County will not allow late deliveries due to back order situations. Accordingly, the Awarded Bidder is required to deliver all fuel to the County within the time specified in this solicitation or resultant contract(s); and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established.

2.14 OUTSTANDING INVOICES AND DISPUTES – DELAYS IN DELIVERY

Awarded Bidders shall not delay deliveries of fuel to the County due to a disputed invoice(s) or because of late payments. Therefore, due to the critical nature of fuel delivery services, Awarded Bidders who delay deliveries

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may be deemed in breach of contract. The County reserves the right to terminate the Vendor for cause per Section 1.

2.15 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Awarded Bidder. Barricades shall be provided by the Vendor when fuel delivery is performed in areas traversed by persons, or when deemed necessary by the County's Project Manager.

2.16 COMPLIANCE WITH FEDERAL STANDARDS

All fuel purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA), and the Environmental Protection Agency (EPA).

2.17 DELIVERY TICKET TO ACCOMPANY DELIVERY

The Awarded Bidder shall enclose a complete delivery ticket with all deliveries which shall be available to the County's authorized representative during delivery. The delivery ticket shall include, at a minimum, the following information, which must be legible: purchase order number, date of order, type of fuel being delivered, quantity delivered, any back-ordered quantities and estimated delivery of back-orders if applicable, and the date and signature of the person receiving the fuel.

For Tank Wagon deliveries, the delivery ticket must also indicate whether the amount delivered is gross metered to which a correction factor will be applied or is already a temperature corrected amount.

2.18 PETROLEUM PRODUCT LIMITING ALLOCATION LEGISLATIONS

In the event of Federal or State Petroleum Product Allocation Regulation or any similar petroleum product limiting allocation legislations, the contractors shall provide full support to Miami-Dade County in applying for maximum allowable allocation of levels for motor gasoline and diesel fuels as may be applicable to end users qualifying under the classifications of providers to the public, i.e., Emergency, Sanitation, Telecommunication, and Passenger Transportation Services.

2.19 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

2.19.1 The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

2.19.2 Accordingly, the Vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

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2.19.3 For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

2.20 **MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (PHCD)**

Exemption to certain clauses due to the use of federal funds. PHCD will access the resultant pool of this RTQ. As a federally-funded agency, certain clauses within this RTQ do not apply to PHCD, including: Local Preferences, Small Business Contract Measures, County User Access Program-UAP, Local Certified Service, and Disabled Veteran's Business Preference. Below are a list of forms PHCD may require for future ITQs.

a) **HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**

This provision is designed to provide information to prospective contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

b) **Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)**

Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

c) **General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)**

This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

2.21 **Emergency Contingency Plan**

Bidders awarded future ITQs shall have an Emergency Contingency Plan that guarantees the County a continuous supply of fuel before, during, and after an emergency, as determined solely by the County. During emergencies the County has historically experienced an increase in its normal fuel purchases of about 40%-60% for a prolonged period of time depending on the nature of the emergency. Awarded Bidder shall provide the fuel at existing contract prices.

In case of emergencies or circumstances beyond the control of the Awarded Bidder(s), the County may authorize reimbursement of higher than awarded fuel prices and/or additional charges. It is the Awarded Bidder's responsibility to obtain authorization from the County prior to obtaining higher priced fuels for the County or incurring additional charges.

2.22 **EMERGENCY CONTACT REPRESENTATIVE**

Awarded Bidders shall have at least one (1) company representative capable of managing emergencies on a 24/7 basis, particularly before, during, and after hurricanes and other emergencies. Awarded Bidders shall provide the contact information of the company representative(s) immediately after award of an ITQ.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Prequalified Vendors shall be capable of providing and delivering various unbranded fuels such as gasoline (regular, mid-grade, and premium), diesel (clear and dyed), marine gasoline (Rec90), aviation and Jet-A fuels in bulk quantities to County facilities or equipment operated by various County departments throughout the geographical area of Miami-Dade County. Other government agencies may access this contract. Due to the critical public safety services provided by the County, awarded Bidders shall endeavor to supply fuels to the County first, before all other customers during emergencies.

3.2 SAMPLE INVITAION TO QUOTE:

Please see Exhibit A for a sample of a future Invitation to Quote (ITQ). Do not submit (return) Exhibit A with the Submittal.

3.3 CONSUMPTION 2020-2021

The table below provides the County's latest purchase data for 2020-2021 in gallons. However, during emergencies such as hurricanes, the County expects an increase in fuel consumption of 60% or more before and after the approach or landfall of a hurricane. Awarded Bidders shall source fuel and equipment to meet this demand, while Port Everglades may reduce fuel allocations or shut down.

GASOLINE: all grades		DIESEL: clear and dyed	
Oct-20	728,471	Oct-20	1,130,449
Nov-20	610,962	Nov-20	1,139,297
Dec-20	708,318	Dec-20	703,333
Jan-21	602,056	Jan-21	571,877
Feb-21	649,212	Feb-21	680,451
Mar-21	708,587	Mar-21	813,016
Apr-21	713,306	Apr-21	638,650
May-21	658,480	May-21	784,326
Jun-21	688,802	Jun-21	755,591
Jul-21	767,982	Jul-21	762,654
Aug-21	716,782	Aug-21	851,165
Sep-21	672,743	Sep-21	733,897



Exhibit A

INVITATION TO QUOTE (ITQ)

PART I. ITQ OVERVIEW AND GENERAL TERMS AND CONDITIONS

ITQ No.: TBA	ITQ Due Date and Time: TBA at TBA am/pm (Local Time)	
ITQ Title: TBA		
This ITQ is issued pursuant to Miami-Dade County Pool of Prequalified Vendors No. RTQ-02202		
<input type="checkbox"/> Quotes will be accepted until the due date and time, via email at _____ and copy the Clerk of the Board at Clerk.Board@miamidade.gov.		
<input type="checkbox"/> Quotes must be received by the due date and time, in a sealed envelope, identified on its outside as a quote for the above given ITQ number. Deliver or mail sealed quotes to:		
County Department: TBA		
Department Contact: TBA	E-Mail: TBA	
Delivery/Service Address: TBA		
Delivery/Service Required: within TBA <u>calendar</u> days from receipt of Purchase Order (PO) TBA		
Method of Award:		
Award of this Contract will be made to the lowest responsive and responsible Bidder:		
<input type="checkbox"/> in the aggregate for all items listed in this ITQ. If a Bidder fails to submit an offer for all items, its offer may be rejected.		
<input type="checkbox"/> on an item-by-item basis.		
<input type="checkbox"/> on a group-by-group basis.		

A. Information

B. Instruction to All Bidders

1. Section 1, General Terms and Conditions of Miami-Dade County (County) shall apply to all resultant contracts from this ITQ. This Section is available on demand at the County's Strategic Procurement Division's (SPD) webpage: <https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r21-2.pdf>
General Terms and Conditions of Section 1 are non-negotiable.
2. All questions must be submitted in writing by _____ to the attention of the department contact, via e-mail address indicated above, with a copy sent to Clerk.Board@miamidade.gov. The County will issue responses to inquiries and any changes to the ITQ via written addenda issued prior to this ITQ due date and time.
3. The use of Federal funds is anticipated in the resultant contract. As such, the following Section 1 General Terms and Conditions provisions **shall not apply to this ITQ:**
 - Article 1.2(H) Prompt Payment Terms
 - Article 1.11 Local Preference
 - Article 1.29 Office of the Inspector General (*only the cost of the random audits, as specified*)
 - Article 1.37 County User Access Program (UAP)
 - Article 1.45 Small Business Enterprise (SBE) Measures
 - Article 1.46 Local Certified Veteran's Business Enterprise Preference
 - Article 1.47 Application of Preferences
 - Article 1.49 First Source Hiring Referral Program (FSHRP)
4. Pursuant to Section 2-11.1 (t) of the Code of Miami-Dade County, as amended, a "**Cone of Silence**" is imposed upon issuance of this ITQ after advertisement and terminates at the time a written recommendation is issued.
5. Complete **PART IV. Pricing Form** and **PART V. ITQ Submittal Form** and ascertain their timely submission as stipulated in this ITQ.



Exhibit A

INVITATION TO QUOTE (ITQ)

PART II. ADDITIONAL TERMS

1. **Term of Contract**

Example: This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the County Mayor or designee, unless otherwise stipulated in the Purchase Order issued by the XX Department and shall remain in effect until such time as the goods are delivered and/or services are completed, and accepted by the County's authorized representative.

2. **Small Business Enterprise (SBE)** (As provided by the Small Business Development Division)

3. **Insurance Requirements** (List insurance requirements provided by the Risk Management Division below, if different than those listed in Section 1, Article 1.22)

4. **Pre-Bid Conference and Site Visit** (Calendar the meeting at: <https://www8.miamidade.gov/global/calendar/global.page>)

5. **Warranty Requirements**

6. **Wage Requirements** (As provided by the Small Business Development Division)

PART III. SCOPE OF WORK/TECHNICAL SPECIFICATIONS (Use sections below as needed)

1. **Background/Purpose**

2. **Detailed Description of the Intended Results or Deliverables**

3. **Schedule, Time Period**

4. **Staffing/Labor**

5. **Equipment**

PART IV. PRICING FORM

TBA



INVITATION TO QUOTE (ITQ)

PART V. SUBMITTAL FORM

Bidder's Legal Name (include d/b/a if applicable):

SAMPLE, DO NOT SUBMIT

Federal Tax Identification Number:

SAMPLE, DO NOT SUBMIT

A. SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (if applicable):

A Small Business Enterprise (SBE) must be certified by the Small Business Development Division (SBD) for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information, contact SBD at (305) 375-3111 or access <http://www.miamidade.gov/smallbusiness/certification-programs.asp>. The SBE must be certified by this Solicitation's submission deadline, at Contract award, and for the duration of the Contract to remain eligible for the preference. Firms that graduate from the SBE Program during the Contract may remain on the Contract.

Place a check mark here **only** if affirming Bidder is a Miami-Dade County Certified Small Business Enterprise.

IN ACCORDANCE WITH [CFR 200.319 \(b\)](#), SMALL BUSINESS ENTERPRISE MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.

B. LOCAL PREFERENCE CERTIFICATION:

For the purpose of this certification, and pursuant to Section [2-8.5](#) of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here **only** if affirming the Bidder meets requirements for Local Preference. **Failure to complete this certification at this time may render the vendor ineligible for Local Preference.**

IN ACCORDANCE WITH [CFR 200.319 \(b\)](#), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.

C. LOCALLY HEADQUARTERED BUSINESS CERTIFICATION:

For the purpose of this certification, and pursuant to Section [2-8.5](#) of the Code of Miami-Dade County, a "locally headquartered business" is a Local Business as defined above, which has a "principal place of business" in Miami-Dade County. "Principal place of business" means the nerve center or the center of overall direction, control, and coordination of activities of the Bidder. If the Bidder has only one business location, such business location shall be its principal place of business.

Place a check mark here **only** if affirming the Bidder meets requirements for the Locally Headquartered Preference (LHP). **Failure to affirm this certification at this time may render the vendor ineligible for the LHP.** The address of the Locally Headquartered office is:

IN ACCORDANCE WITH [CFR 200.319 \(b\)](#), LOCALLY HEADQUARTERED BUSINESS PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.

D. LOCAL CERTIFIED VETERAN'S BUSINESS ENTERPRISE CERTIFICATION:

A Local Certified Veteran's Business Enterprise is a firm that is: (a) a local business pursuant to Section [2-8.5](#) of the Code of Miami-Dade County, and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to [Section 295.187](#) of the Florida Statutes.

Place a check mark here **only** if affirming the Bidder is a Local Certified Veteran's Business Enterprise. **A copy of the certification must be submitted with the bid.**

IN ACCORDANCE WITH [CFR 200.319 \(b\)](#), LOCAL CERTIFIED VETERAN'S BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.



INVITATION TO QUOTE (ITQ)

E. CONVICTION DISCLOSURE:

Pursuant to Section [2-8.6](#) of the Code of Miami-Dade County, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid submittal.

Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.

F. CONFLICT OF INTEREST DISCLOSURE:

Pursuant to Section [2-11.1 \(c\) and \(d\)](#) of the Code of Miami-Dade County, please respond to the following questions posed.

1. ARE ANY OWNERS/PRINCIPALS/PERSONS WITH OWNERSHIP INTEREST IN THE COMPANY, A MIAMI-DADE COUNTY ELECTED OFFICIAL, AGENCY BOARD MEMBER OR EMPLOYEE(S)?

YES or NO

If Yes, attach Conflict-of-Interest Opinion provided by Miami-Dade County Commission on Ethics and Public Trust.

2. ARE ANY IMMEDIATE FAMILY MEMBERS OF THE COMPANY'S OWNERS/PRINCIPALS/PERSONS WITH OWNERSHIP INTEREST IN THE COMPANY, A MIAMI-DADE COUNTY ELECTED OFFICIAL, AGENCY BOARD MEMBER OR EMPLOYEE?

YES or NO

If Yes, attach Conflict-of-Interest Opinion provided by Miami-Dade County Commission on Ethics and Public Trust.

G. WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section [286.011](#) and Chapter [119](#). As such, all material submitted as part of, or in support of, the Bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a bid pursuant to the Solicitation, Bidder agrees that all such materials may be considered public records. The Bidder shall not submit any information in response to the Solicitation which the Bidder considers to be a trade secret, proprietary or confidential. If the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly **waives** all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature:

Date:

SAMPLE, DO NOT SUBMIT

SAMPLE, DO NOT SUBMIT

Representative's Name:

Representative's Title:

SAMPLE, DO NOT SUBMIT

SAMPLE, DO NOT SUBMIT

H. BIDDER'S CONTACT INFORMATION

Bidder's Contact Person:

Email Address:

SAMPLE, DO NOT SUBMIT

SAMPLE, DO NOT SUBMIT

Phone Number (include area code):

SAMPLE, DO NOT SUBMIT



INVITATION TO QUOTE (ITQ)

I. ACKNOWLEDGEMENT OF BINDING OFFER

The execution of this form constitutes the consent of the Bidder to be bound by the terms of its Bid and the Solicitation. Failure to sign where indicated below by an authorized representative shall render the Bid non-responsive. The County may, however, in its sole discretion, accept any response that includes an executed document which unequivocally binds the Bidder to the terms of its Bid and the Solicitation.

Bidder's Authorized Representative's Signature:

Date:

SAMPLE, DO NOT SUBMIT

SAMPLE, DO NOT SUBMIT

Representative's Name:

Representative's Title:

SAMPLE, DO NOT SUBMIT

SAMPLE, DO NOT SUBMIT

This ITQ includes the following attachments:

- Drawings/Pictures/Site Maps
- Subcontracting Form
- Certificate of Assurance (if applicable)
- Contractor Due Diligence Affidavit (if award is over \$1,000,000)



INVITATION TO QUOTE (ITQ)

3.1 SCOPE OF WORK

Provide and deliver various unbranded fuels such as gasoline (regular, mid-grade, and premium), diesel (clear and dyed), marine gasoline (Rec90), aviation and Jet-A fuels in bulk quantities to County facilities or equipment operated by various County departments throughout the geographical area of Miami-Dade County. Other government agencies may access this contract. Due to the critical public safety services provided by the County, awarded Bidders shall endeavor to supply fuels to the County first, before all other customers during emergencies.

3.2 DIESEL AND GASOLINE SPECIFICATIONS:

Gasoline E10, Unleaded 87, 89, and 92 Octane: Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services.

Gasoline (Rec90), Unleaded 90 Octane: An ethanol-free, 90 octane unleaded gasoline blend designed for use in recreational/marine engines.

Ultra-Low Sulfur Diesel Fuel, grade no. 2-D (.0015 mass % sulfur, 40 cetane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001.

Ultra-Low Sulfur Fuel Diesel Fuel, Red Dye, Grade No. 2-D for use in off the road diesel engine, per A.S.T.M. specification D975, Grade # 2 S15 complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. It shall have a minimum cetane number of 40 using ASTM D613.

Type "A" Jet Fuel: "Jet-A", minimum specifications as per ASTM D1655

Aviation Gasoline: 100 Octane, minimum specifications as per ASTM D910

3.3 TRANSPORT AND TANK WAGON TRUCK EQUIPMENT

All Transport and Tank Wagon delivery trucks must be either outfitted with the appropriate meters and measuring equipment to record and show gallons delivered corrected to 60 Degrees Fahrenheit, or be invoiced with a correction factor reducing the gallons delivered by .0138 of the total delivered for gasoline and .0100 of the gallons delivered for diesel fuel. The County shall be invoiced for NET gallons delivered in all cases.

3.4 TRUCK CERTIFICATION

The County requires fuel delivery in trucks equipped with a sealed State of Florida approved and inspected meter or from trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated, and certified compartment tank volume markers for the petroleum product being delivered. All delivery trucks shall have the ability to measure fuel delivered and correct the recorded amount delivered to 60 degrees Fahrenheit for billing purposes.



INVITATION TO QUOTE (ITQ)

3.5 CONSUMPTION 2020-2021

The table below provides the County's latest purchase data for 2020-2021 in gallons. However, during emergencies such as hurricanes, the County expects an increase in fuel consumption of 60% or more before and after the approach or landfall of a hurricane. Awarded Bidders shall source fuel and equipment to meet this demand, while Port Everglades may reduce fuel allocations or shut down.

GASOLINE: all grades		DIESEL: clear and dyed	
Oct-20	728,471	Oct-20	1,130,449
Nov-20	610,962	Nov-20	1,139,297
Dec-20	708,318	Dec-20	703,333
Jan-21	602,056	Jan-21	571,877
Feb-21	649,212	Feb-21	680,451
Mar-21	708,587	Mar-21	813,016
Apr-21	713,306	Apr-21	638,650
May-21	658,480	May-21	784,326
Jun-21	688,802	Jun-21	755,591
Jul-21	767,982	Jul-21	762,654
Aug-21	716,782	Aug-21	851,165
Sep-21	672,743	Sep-21	733,897

3.6 SCOPE OF WORK FOR MIAMI EXECUTIVE AIRPORT AND OPA LOCKA AIRPORT

3.6.1 Awarded Bidder(s) shall have one dedicated fuel truck and one backup fuel truck available to the County at each airport and capable of fulfilling the following:

The fuel truck(s) shall provide reliable operation, be properly equipped with a fuel pumping system, and metering devices. The fuel truck to be provided shall be subject to inspection and approval by the County prior to award or at any time during the term of the contract.

If, prior to Notice to Proceed, the awarded Bidder's fuel truck is determined to not meet the specifications and requirements of this solicitation, the awarded Bidder will be given one (1) hour to provide a replacement. Failure to meet this requirement may render the awarded Bidder non-responsible during evaluation of offers submitted, or may be considered non-performance, and the County has the right to procure the fuel elsewhere.

3.6.2 A backup fuel truck must be available 24 hours a day, 7 days a week (including all Holidays) to replace the in-service fuel truck, should the in-service truck become non-functional or exhibit operational safety issues.

A contact person shall be identified and made available by the awarded Bidder(s) during and after regularly scheduled business hours, and backup service must be provided within one (1) hour of notification by the County. Any minor discrepancies, which do not hinder operations or exhibit operational safety issues, must be fixed within 24 hours. At the County's sole discretion, additional time to allow for repairs may be afforded the Vendor provided that County flight operations are not hindered.

INVITATION TO QUOTE (ITQ)

- 3.6.3 The Jet-A fuel backup truck provided by the awarded Bidder must be reliable and in good working condition and include and provide a fuel pumping system and metering devices.
- 3.6.4 The Jet-A fuel quantity in the fuel truck shall be a minimum of 1,000 gallons at all times. The awarded Bidder will check the fuel truck on a daily basis to ensure proper fuel levels and functioning, especially on Holidays and weekends.
- 3.6.5 The maintenance and testing of aircraft fueling systems shall be conducted under controlled conditions, in strict compliance with NFPA 401(C) or subsequent replacement publications.
- 3.6.6 The fuel truck must have meters that keeps track of and records the gallons of fuel pumped.
- 3.6.7 Wheel chocks must have an appropriate tether.
- 3.6.8 All fuel truck lighting must be functional; this includes the pump area, cab, and vehicle lights.
- 3.6.9 Bonding/grounding clip must be present at nozzle where the fuel is discharged.
- 3.6.10 Fuel truck must have an on demand air pressure system. No leaks in air system (brakes).
- 3.6.11 All vehicle functions and displays must be in good working condition. All safety items shall be in good working order such as lights, brakes, windshields, tires and the like.
- 3.6.12 All interlocks must be functional.
- 3.6.13 Trucks must have a current Fire Department fuel safety decal.
- 3.6.14 Fuel trucks must be inspected on a daily basis in the morning, and recorded. Inspection records must be made available to the County at the time of request.
- 3.6.15 Fuel truck filters must be changed annually, and be compliant with the National Air Transportation Association's (NATA) Refueling and Quality Control Procedures for Airport Service and Support Operations.
- 3.6.15.1 Filter/Separator Elements should be replaced when one of the following conditions exist:
- 3.6.15.2 When the differential pressure equals or exceeds the manufacturer's recommendation or 15 PSI.
- 3.6.15.3 When a sudden drop in differential pressure occurs under identical operating conditions.
- 3.6.15.4 When a membrane filtration (millipore) test indicates particulate matter is passing through filter/separator.
- 3.6.15.5 When it is known that elements have been subject to the disarming effect of surfactants.
- 3.6.16 SERVICE AND TRAINING – MIAMI EXECUTIVE AIRPORT ONLY

INVITATION TO QUOTE (ITQ)

- 3.6.16.1 MDFR and MDPD reserve the right to pump their own fuel. Allowing the awarded Bidder to pump the fuel is optional, not mandatory. If the County requests the awarded Bidder to pump fuel, the awarded Bidder must inform the County of any additional charges for this service prior to performing any pumping.
- 3.6.16.2 The awarded Bidder shall train all County personnel end users on how to safely operate the fuel truck. The training shall include instruction manuals or checklists and any necessary safety equipment. The County and the awarded Bidder shall agree on a mutual time and date for this training.
- 3.6.17 GROUND POWER
- The awarded Bidder shall be capable of providing ground power starting at no charge within the parameters of the Miami Executive airport.
- 3.6.18 TOWING
- The awarded Bidder shall be capable of providing aircraft towing at no charge within the parameters of the Miami Executive airport.
- 3.6.19 DEFUELING
- The awarded Bidder shall have the capability of providing aircraft defueling. In addition, the awarded Vendor shall provide the user department with the same amount of fuel that was taken at the point of defueling at no additional charge, provided the same aircraft uses the fuel.
- 3.6.20 DISPENSING OF FUEL – HOT FUELING
- The awarded Bidder shall allow MDFR and MDPD to “Hot Fuel” when necessary for their operation. The term “Hot Fueling” refers to when the aircraft is operating while County personnel dispense fuel into the aircraft.
- 3.6.21 CONTINUITY OF SERVICE
- The awarded Bidder must have multiple ways of ensuring that fuel will be available in the event of an extended power outage.
- 3.6.22 If there are discrepancies between copies of fuel tickets and the truck sheet, the copy of fuel ticket signed by the authorized County personnel who received the fuel will control.
- 3.6.23 The invoicing week will begin on Tuesday at 0000 hours and end on Monday at 2359 hours.
- 3.6.24 The maintenance and testing of aircraft fueling systems shall be conducted under controlled conditions, in strict compliance with NFPA 407, the Miami-Dade County Municipal Code, Chapter 25 - AVIATION DEPARTMENT RULES AND REGULATIONS, any other applicable standards, or subsequent replacement publications.

INVITATION TO QUOTE (ITQ)

3.6.25 Awarded Bidder(s) shall secure at their site no less than 2,000 gallons of Jet-A fuel for the exclusive use of the County at each airport within 24 hours after receiving a request from the County, and shall provide written confirmation to the ordering department via email that the fuel is secured. These requests may be in response to events such as impending hurricane landfall or other circumstances where fuel shortages are expected.

3.7 OPA LOCKA AIRPORT ONLY

The awarded Bidder shall provide a fuel truck the with Jet-A fuel on a 24-hour basis, seven (7) days a week, 365 days a year (including Holidays) to Miami-Dade Fire Rescue (MDFR) and Miami-Dade Police Department (MDPD). Upon receipt of a phone call or upon being contacted via radio, the awarded Bidder must arrive with their fuel truck at Station 25 within no more than 10 minutes to be available to begin fueling the helicopter.

3.8 MIAMI EXECUTIVE AIRPORT ONLY

The awarded Bidder shall provide a dedicated fuel truck the with Jet-A fuel on a 24-hour basis, seven (7) days a week, 365 days a year (including Holidays) to Miami-Dade Fire Rescue (MDFR) and Miami-Dade Police Department (MDPD) operations' location, on the tarmac between MDFR and MDPD hangers. The awarded Bidder shall always keep a minimum of 1,000 gallons of fuel in the fuel truck at all times. County personnel will operate the fuel truck to fuel County's helicopters.

SAMPLE



Submittal Form

Solicitation No. RTQ-02202 Solicitation Title: Gasoline and Diesel			
Bidder's Legal Company Name (include d/b/a if applicable): <input style="width: 90%;" type="text"/>		Bidder's Federal Tax Identification Number: <input style="width: 90%;" type="text"/>	
If Corporation - Date Incorporated/Organized: <input style="width: 90%;" type="text"/>		State Incorporated/Organized: <input style="width: 90%;" type="text"/>	
Company Operating Address: <input style="width: 90%;" type="text"/>	City <input style="width: 90%;" type="text"/>	State <input style="width: 90%;" type="text"/>	Zip Code <input style="width: 90%;" type="text"/>
Miami-Dade County Address (if applicable): <input style="width: 90%;" type="text"/>	City <input style="width: 90%;" type="text"/>	State <input style="width: 90%;" type="text"/>	Zip Code <input style="width: 90%;" type="text"/>
Company Contact Person: <input style="width: 90%;" type="text"/>	Email Address: <input style="width: 90%;" type="text"/>		
Phone Number (include area code): <input style="width: 90%;" type="text"/>	Company's Internet Web Address: <input style="width: 90%;" type="text"/>		
<p>Pursuant to Section 2-8.6 of the Code of Miami-Dade County (County), any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid submission.</p> <p><input type="checkbox"/> Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.</p>			
<p>Pursuant to Section 2-11.1 (c) and (d) of the Code of Miami-Dade County, please respond to the following questions posed.</p> <p>1. ARE ANY <u>OWNERS/PRINCIPALS/PERSONS WITH OWNERSHIP INTEREST</u> IN THE COMPANY, A MIAMI-DADE COUNTY ELECTED OFFICIAL, AGENCY BOARD MEMBER OR EMPLOYEE(S)?</p> <p><input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>If Yes, attach the Conflict-of-Interest Opinion provided by Miami-Dade County Commission on Ethics and Public Trust.</p> <p>2. ARE ANY <u>IMMEDIATE FAMILY MEMBERS</u> OF THE COMPANY'S OWNERS/PRINCIPALS/PERSONS WITH OWNERSHIP INTEREST IN THE COMPANY, A MIAMI-DADE COUNTY ELECTED OFFICIAL, AGENCY BOARD MEMBER OR EMPLOYEE?</p> <p><input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>If Yes, attach the Conflict-of-Interest Opinion provided by Miami-Dade County Commission on Ethics and Public Trust.</p> <p>Note: The County reserves the right to request and evaluate additional information from any Bidder regarding Bidder's responsibility after the submission deadline, as the County deems necessary.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets the requirements for Local Preference. Failure to affirm this certification at this time may render the Bidder ineligible for Local Preference.</p> <p>IN ACCORDANCE WITH CFR 200.319(b), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.</p>			
<p>LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.</p>			

Place a check mark here **only** if affirming the Bidder meets the requirements for the Locally-Headquartered Preference (LHP). **Failure to affirm certification at this time may render the Bidder ineligible for the LHP.**

The address of the Locally-Headquartered office is:

IN ACCORDANCE WITH CFR 200.319(b), LOCALLY-HEADQUARTERED BUSINESS PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County; and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here **only** if affirming Bidder is a Local Certified Veteran Business Enterprise. **A copy of the certification must be submitted with the bid.**

IN ACCORDANCE WITH CFR 200.319(b), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (if applicable):

A Small Business Enterprise (SBE) must be certified by the Division of Small Business Development (SBD) for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact SBD at (305) 375-3111 or access <http://www.miamidade.gov/smallbusiness/certification-programs.asp>. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract may remain on the contract.

Place a check mark here **only** if affirming Bidder is a Miami-Dade County Certified Small Business Enterprise.

IN ACCORDANCE WITH CFR 200.319(b), SMALL BUSINESS ENTERPRISE MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

OR

In the event that the Bidder is unable to provide such certification, but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid through a duly authorized representative and shall **also initial** this space: _____. In this event, the Bidder shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a bid pursuant to this solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this solicitation which the Bidder considers to be a trade secret, proprietary or confidential. In the event that the bid contains a claim that all or a portion of the bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly **waives** all claims made that the bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: <input type="text"/> *	Date <input type="text"/> *
Representative's Name: <input type="text"/> *	
Representative's Title: <input type="text"/> *	

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN

THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

Bidder's Authorized Representative's Signature:

*

Date

*

Representative's Name:

*

Representative's Title:

*

SUBCONTRACTING FORM

Solicitation Number RTQ-02202

*Vendor Name *FEIN #

Complete "A" or "B":

- A. No subcontractors or direct suppliers will be utilized pursuant to this solicitation.
- B. The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	Name of Principal Owner	Scope of Work to be Performed by Subcontractor Subconsultant	Subcontractor/ Subconsultant License (if applicable)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business Name and Address of First Tier Direct Supplier	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

And

Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

*Signature of Vendor's Representative

*Print Name

*Print Title

*Date

Miami-Dade County Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

NOTE: "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

Federal Employer Identification Number (FEIN):

Contract No. :

Contract Title:

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Name of Firm	Date

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____ by _____

_____ He or she is personally known to me _____ or has produced identification

Signature of Notary Public Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

rev. COVID-19 declared emergency

Question and Answers for Solicitation #RTQ-02202 - Gasoline and Diesel

Overall Solicitation Questions

There are no questions associated with this Solicitation.