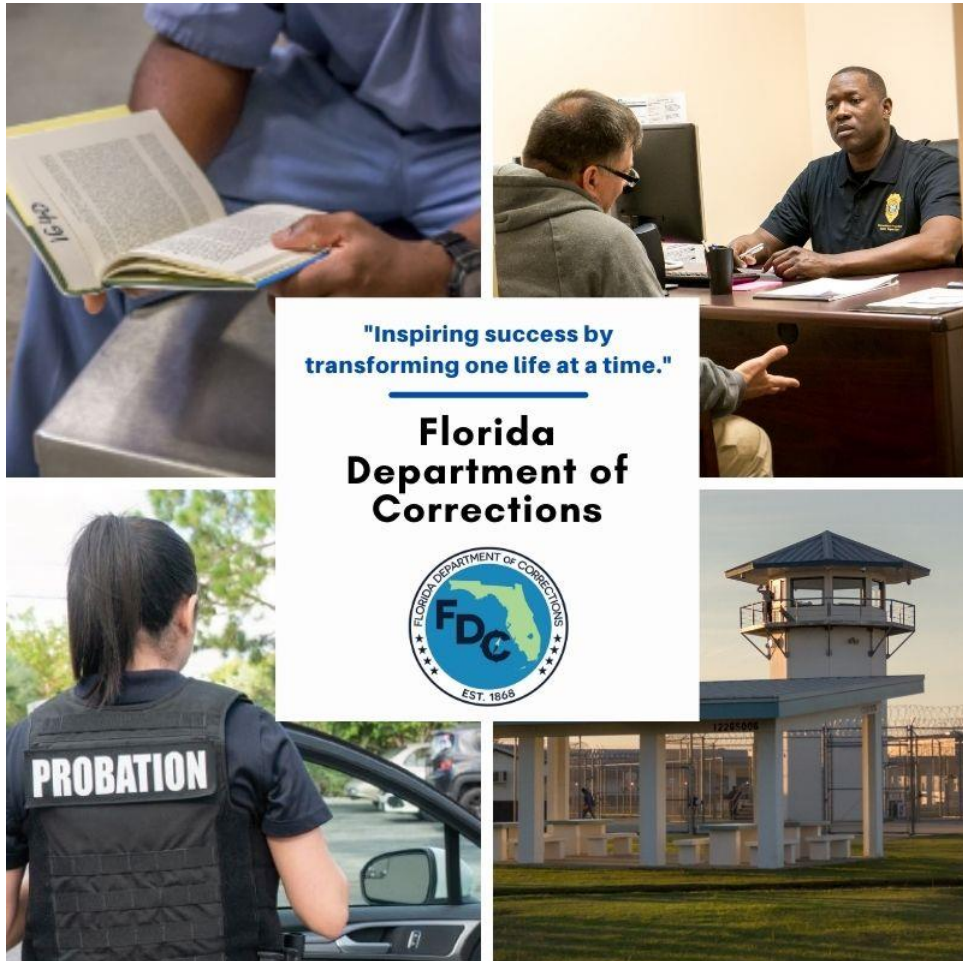


Invitation to Bid (ITB)



"Inspiring success by
transforming one life at a time."

**Florida
Department of
Corrections**



TANK WAGON FUEL FDC ITB-21-099

ITB Released: September 8, 2021

Deadline for Questions*: 5:00 p.m., Eastern Time, on September 16, 2021

Bids Due*: 2:00 p.m., Eastern Time, on October 21, 2021

Vickie Woodward
Procurement Officer
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399

*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)



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Introduction

(This opportunity in a nutshell)

What we need (Statement of Purpose)

The Florida Department of Corrections (Department) is seeking Responsive Bids, from Responsible Bidders, to provide tank wagon Gasoline, Road-Diesel, and Off-Road Diesel (Fuel) at various Correctional Institutions (CIs) throughout the State. The Department is issuing this solicitation to establish a new resulting Agency Term Contract(s) (ATC).

What's important to us

The Department requires tank wagon truck delivery with capabilities of 500 to 4,000 gallons of Fuel. The Department previously contracted these services prior to small delivery volumes being included in the State Term Contract (STC). The Department seeks continuation of an ATC(s) to achieve the best pricing possible.

Why should you bid?

This is a unique opportunity to be a major supplier to one (1) of the largest state correctional systems in the United States. The Department typically includes cooperative purchasing language that allows other public sector entities to utilize our Contract.

A bit about us

The Department is responsible for the supervisory and protective care, custody, and control of approximately 80,000 inmates and the supervision of approximately 150,000 offenders. The Department is the third largest state prison system in the United States, with an annual operating budget of approximately \$2.7 billion. The Department has over 144 facilities statewide, including 50 major institutions, 17 annexes, seven (7) private prisons (operated by the Florida Department of Management Services (DMS) and not included as delivery locations for the goods or services obtained in this solicitation), 35 work camps, four (4) road prisons/basic training units/forestry camps, three (3) re-entry centers, and 28 community release centers. Aligned with the State of Florida's judicial circuits, our offender supervision offices are divided into 20 circuits, with multiple reporting locations per circuit.

The Department has divided the State into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). Each region has a Regional Director of Institutions. Each major institution is supervised by a Warden, who has full responsibility for the operation of the institution and all associated satellite facilities and reports to the Regional Director of Institutions for their assigned region.

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SECTION 1: Key information



1.1. Context

- a. This Invitation to Bid (ITB) is an invitation for qualified Vendors to submit a Bid for the Tank Wagon Fuel Delivery contract opportunity.
- b. This ITB is a single-step procurement process.
- c. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- d. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.



1.2. ITB Timeline

Steps in the ITB process	Date	Time (if applicable)	Location (if applicable)
ITB Advertised on the Vendor Bid System	September 8, 2021		Vendor Bid System http://www.myflorida.com/apps/vbs
Deadline for Vendors to Submit Questions and any Requests to Bid	September 16, 2021	5:00 p.m.	Submit to: Vickie Woodward, Procurement Officer Subject: ITB-21-099 Tank Wagon Fuel Email: purchasing@fdc.myflorida.com
Anticipated Date the Department will Advertise its Answers to Vendors' Questions	October 12, 2021		Vendor Bid System http://www.myflorida.com/apps/vbs
Deadline for the Department to receive Vendors' Bids and Time of its Public Bid Opening	October 21, 2021	2:00 p.m.	Submit to: Florida Department of Corrections Attn: Vickie Woodward ITB-21-099 TANK WAGON FUEL 501 S. Calhoun Street Tallahassee, FL 32399
Anticipated Date the Department will Advertise its Notice of Agency Decision	November 16, 2021		Vendor Bid System http://www.myflorida.com/apps/vbs





1.3. How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions must be received within the timeframe indicated in the ITB Timeline above. Unless a specific Pre-Bid Conference is noted in the Timeline above, oral inquiries, or those submitted after the date and time specified in the Timeline, will not be acknowledged.
- b. On or about the date referenced in the Timeline, the Department will advertise its answers to written questions on the [Vendor Bid System \(VBS\)](#).
- c. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Agency Decision (the 72-hour period excludes Saturdays, Sundays, and State holidays), Bidders responding to this ITB, or persons acting on their behalf, may not contact any employee, or officer of the executive or legislative branches of government, concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation. Violation of this provision may be grounds for rejecting a response, as per Section 287.057(23), Florida Statutes (F.S.).
- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the Bureau of Procurement at (850) 717-3700, at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the Bureau of Procurement by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- e. **The Department's Procurement Officer**
Name: Vickie Woodward, Procurement Officer
Bureau of Procurement
Office of Financial Management
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3700
Email: purchasing@fdc.myflorida.com
- f. The Bidder shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee related to this ITB. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the State. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder. Any discussion by a Bidder with any employee or representative of the Department, involving cost or price information, and occurring before the Department advertises its Notice of Agency Decision, may result in the rejection of that Bidder's Bid.



1.4. Developing Your Bid (Procurement Rules and Information)

- a. This ITB is being issued as part of an open, competitive bidding process and sets out the step-by-step process and conditions that apply.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
 - i. Review the General Instructions to Respondents (form PUR 1001) and the General Contract Conditions (PUR 1000) available for viewing and



download at

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms. The PUR 1001 and PUR 1000 are both incorporated in this ITB by reference, in their entireties. Any terms and conditions set forth within this ITB document shall supersede any conflicting terms and conditions set forth within form PUR 1001 or PUR 1000. Bidders do not need to return either of these forms when submitting their Bids to the Department.

- ii. Develop a strong understanding of The Department's Requirements Scope of Work detailed in [Section 2](#).
 - iii. Ensure they have an active registration in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) unless exempted per Rule 60A-1.031, Florida Administrative Code (F.A.C.). A Bidder not currently registered in the MFMP VIP system shall do so within five (5) days of award, unless otherwise exempt. Vendors can update or complete their registration at <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MFMP Customer Service Desk at 1-866-352-3776 or vendorhelp@myfloridamarketplace.com.
 - iv. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, F.S., seeking to do business with the Department.
 - v. Visit: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources to access vendor resources available through the Florida Department of Management Services.
- c. Bidders should prepare their Bid in a straightforward and concise manner, describing their ability to satisfy the requirements of this ITB. Bidders should focus on ensuring their response is complete and easily understood. To expedite the Department's review of Bids, Bidders must follow the format and instructions included in this ITB.
 - d. Bidders shall prepare their Bid response without excessive promotional material not directly related to the goods or services requested in this ITB.
 - e. Bidders must use the Attachment I, Price Information Sheet, to submit their pricing. They must not change or substantially alter it but completely fill it out, as instructed in this ITB.
 - f. Bidders should thoroughly review their Bid before submission to ensure they have provided all of the information requested in the prescribed format.
 - g. The Department and the State of Florida are not liable for any costs incurred by a Bidder in response to this ITB.
 - h. If anything is unclear or a Bidder has a question, they may email the Department's [Procurement Officer](#) for an explanation or clarification before the established deadline, as instructed in Section 1.3, e.



1.5. Submitting Your Bid

- a. Vendors shall submit their Bids in a sealed envelope or package with the relevant ITB number and the date and time of the bid opening clearly marked on the envelope or packaging. Vendors may submit their Bids by mail, courier, delivery



services (such as FedEx or UPS), or hand-delivery to the location below. **The Department will not accept any Bids submitted by email or fax.**

- b. Vendors must mail or otherwise deliver their Bids to the following address:

Florida Department of Corrections
FDC ITB-21-099
Tank Wagon Fuel
Vickie Woodward, Procurement Officer
501 S. Calhoun Street
Tallahassee, FL 32399-2500

- c. It is the Bidder's responsibility to ensure their Bid is delivered to the Department by the date and time stipulated in the Timeline. The Department's clock will stamp Bids received and shall provide the official time for bid opening. **The Department will not accept any late bids received after the date and time in the Timeline.**
- d. Bidders must submit one (1) original Bid in paper format and one (1) electronic copy of their Bid in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). If the electronic copy and original paper copy do not match, the original paper copy of the Bid will take precedence.
- e. If the Bidder includes confidential information in their Bid, they should mark the information as confidential and submit a redacted copy of their Bid. As outlined in [Section 4.4](#), the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy in searchable PDF format on the same electronic storage device provided with the unredacted copy.
- f. Bidders are encouraged to print Bid documents double-sided and minimize the use of non-recyclable materials.
- g. All documentation produced as part of this Bid shall become the exclusive property of the Department, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. The Department shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.



1.6. Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline. **The Department will not accept or consider any late Bids received after the Bid opening date and time.** Once submitted, Bidders may not modify their Bids unless the Department requests additional information.
- b. Department staff are not responsible for the inadvertent opening of a Bid that is improperly sealed or addressed or **those not correctly identified with the Bid number.**
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders who submitted Bids.



1.7. Disposition of Bids

- a. The Department reserves the right to reject any Bids received in response to this ITB.
- b. A Bidder may withdraw a submitted Bid response by sending a written request to the Department's Procurement Officer. The Bidder's request to withdraw their Bid



must be signed by an authorized representative of the Bidder and must be received within 72 hours after the Public Bid Opening Date indicated in the Timeline. All other Bids shall remain valid for 180 days from the Bid's Opening Date.



1.8. Later changes to the ITB

Once the Department has advertised this ITB, if it needs to change, supplement, modify, or interpret any portion of the ITB contents or its exhibits, addenda, and other materials, the Department will advertise additional information as an addendum to this ITB on the VBS. Interested parties are responsible for monitoring the VBS site for new, changing, or clarifying information relative to this solicitation.



1.9. Protest Procedures

Pursuant to Section 120.57(3), F.S, a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after the regular business hours of (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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SECTION 2: The Department's Requirements

Scope of Work

2.1. Background

This solicitation relates to the delivery of tank wagon Gasoline, Road-Diesel, and Off-Road Diesel (Fuel) at various Correctional Institutions (CIs) throughout the State. The Department is issuing this solicitation to establish a new resulting Agency Term Contract(s) (ATC(s)). The Department's current contract can be found at <https://facts.fldfs.com/> under Agency Assigned Contract ID: 09-DC-8148.

In the current contract referenced above, the contractors invoice the Department a fixed markup per gallon for the delivery of Fuel. Additionally, the contractors invoice the Department the DTN FastRacks Average daily price, per gallon, on the date of Fuel delivery to the Department for each Fuel type as determined by the closest appropriate terminal for Fuel. The current contractors add separate invoice lines for any additional taxes and/or petroleum fees that the State is not exempt from paying.

2.2. How We Plan to Purchase

The Department will establish one (1) or more ATC(s) as a result of this ITB. An ATC is a written, master agreement between the Department and Successful Bidder(s), which is mandatory for use by the entire Department. Individual purchases will be accomplished by issuing MFMP purchase orders (POs) or using the State purchasing card (PCard), currently on a Visa platform.

In the new Contract, the Successful Bidder shall invoice the Department a Markup per Gallon and the DTN FastRacks Average daily price, per gallon, on the date of Fuel delivery to the Department for each Fuel type as determined by the closest appropriate terminal for Fuel. To alleviate confusion in the invoicing process, all taxes and/or petroleum fees, that the State is not exempt from paying shall be included in the Bidder's Markup per Gallon.

2.3. Contract Term

We anticipate that the Contract will commence November 2021. The expected Contract term and options to renew are:

Description	Years
The initial term of the Contract	Five (5) years
Potential Contract Renewal Term(s)	Up to five (5) years or portions thereof
Maximum term of the Contract	10 years (Initial + Renewal Terms)



2.4. Key Outcomes

Description	Estimated date for delivery
Tank Wagon Delivery	Within 48 hours from the time of the Department's request.

2.5. What We Are Buying (Specifications)

- a. This Successful Bidder shall provide and deliver tank wagon Gasoline, Road-Diesel, and Off-Road Diesel (Fuel) as specified in Attachment I, Price Information Sheet. This Attachment has the specifications for the services to be provided under this ITB and the Contract. All products and/or services must be bid as specified.
- i. **Price Per Gallon Determination:** The Department will compensate the Successful Bidder for each gallon of Fuel delivered in an amount equal to the sum of:
- DTN FastRacks Average daily price, per gallon, on the date of Fuel delivery to the Department for each Fuel type as determined by the closest appropriate terminal for Fuel; and
 - The Bidder's Markup per Gallon, as determined by Attachment I, Price Sheet. The Markup per Gallon shall include all applicable Fuel taxes and/or petroleum associated fees. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of commodities or services. The Successful Bidder will have access to the Department's tax exemption certificate.
- ii. **DTN FastRacks:** The DTN FastRacks Average price used above will be that of the closest appropriate terminal, on the date of delivery to the Department, regardless of when or where the Contractor obtained Fuel. Fuel costs will be determined based on the daily DTN FastRacks Averages from the closest terminal used to service the Department's facility. Price will be determined using the DTN FastRacks Average price for the closest terminal, on the date of delivery to the Department, regardless of when or where the Bidder obtained fuel. The Bidder must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-779-5775. Averages are posted in the DTN FastRacks report distributed each morning.
- The following terminals shall be used when referencing the DTN FastRacks Average prices:
- Jacksonville, FL;
 - Miami, FL;
 - Orlando, FL;
 - Panama City, FL;
 - Pensacola, FL;
 - Tampa, FL; and
 - Bainbridge, GA.
- iii. **Allowable Additional Charges:** The Successful Bidder may assess the following charges on the invoice:
- Excessive Wait charge as described in Section 2.5 of this ITB;
 - Undelivered Fuel as described in Section 2.5 of this ITB; and
 - Minimum Order delivery charges as described in Section 2.5 of this ITB.
- iv. **Substitutions:** During the term of the Contract, the Successful Bidder will be required to provide only the items the Department has awarded. Substituted items supplied to the Department without prior approval by the Department's Contract Manager are prohibited, will be returned at the Bidder's expense, and may lead to



termination of the Contract. If the awarded item cannot be provided for reasons beyond the Successful Bidder's control, such as a product discontinuance, the Successful Bidder shall propose an alternative item to the Department's Contract Manager. The alternative item must meet or exceed the terms, conditions, and requirements applicable to the item originally awarded. The Department may require a sample for review before it approves the alternative item. If so, the Bidder will send the sample to the Department's Central Office in Tallahassee, FL, at no cost to the Department. If the Successful Bidder wants the sample returned, they will be responsible for the costs of return shipping after the Department completes its review.

- v. **Minimum Order:** There will be a minimum order of 500 gallons of Fuel. The 500-gallon minimum applies to the total gallons per order. Each Institution may satisfy the 500-gallon minimum order requirement by combining the purchases of Gasoline, Road Diesel, and Off-Road Diesel.
For order of less than the minimum, the Successful Bidder may assess a Minimum Order charge of \$65.00. This Minimum Order charge shall be waived if the facility is on a scheduled delivery service, as mutually agreed upon by the Department and the Successful Bidder.
- vi. **Delivery:** The Successful Bidder shall complete tank wagon Fuel delivery within 48 hours of the Department's request unless otherwise specified by the Department's Representative.
The Successful Bidder shall contact the Department's Representative immediately upon arrival at the service delivery location. The Department's Representative and the Successful Bidder shall together measure the quantity of Fuel in the Department's tank before and after tank wagon delivery to confirm the amount of Fuel dispensed.
- vii. **Emergency Fuel Delivery:** Before, during, and after a public emergency, disaster or event, hurricane, flood, or other acts of God, the Successful Bidder shall supply Fuel to the Florida Department of Corrections, on a "first priority" basis.
- viii. **Excessive Wait:** The Successful Bidder may assess the Department an Excessive Wait charge on deliveries that do not begin within 30 minutes of arrival at the Fuel location due to conditions within the Department's control. The Excessive Wait charge is calculated as \$5.00 per 15-minute increment past the initial 30-minute delay.
- ix. **Undeliverable Fuel:** The Department shall maintain the tanks, equipment, and accessibility of each service delivery site to ensure the ability of the Successful Bidder is to safely deliver Fuel. The Successful Bidder shall immediately notify the Department's Representative upon discovery that a service delivery location is inaccessible or in a condition preventing the safe delivery of Fuel. If the Department's Representative is unable to remedy the Fuel location accessibility or unsafe condition within one (1) hour of notification, the Successful Bidder may refuse to deliver Fuel and may assess the Department an Undeliverable Fuel charge per gallon to haul the Fuel back. Additionally, in the event the Department orders more Fuel than can be accommodated in the service delivery location tank(s), the Successful Bidder shall immediately notify the Department's Representative and deliver as much ordered Fuel as possible. The Undeliverable Fuel charge shall be



equal to the Successful Bidder's Markup per Gallon multiplied by the number of gallons of Fuel undelivered to the location. This fee may be assessed in addition to the Excessive Wait fee when applicable.

- x. **Addition/Deletion of Items or Locations:** The Department reserves the right to add or delete goods and services or service locations after the Contract execution when it is in the Department's best interest and within the general scope of this ITB. Pricing for added or modified items or locations shall be comparable to the prices awarded as a result of this ITB.

2.6. What We Require (Non-Technical Specifications)

- a. **Damaged Goods:** The Successful Bidder shall be responsible for filing, processing, and collecting all damage claims. To assist the Successful Bidder in the efficient handling of damage claims, the Department's staff member who orders or receives the goods will:
- i. Record any evidence of visible damage on all copies of the delivery carrier's Bill of Lading and provide the Successful Bidder with a copy;
 - ii. Report damage (externally visible) to the delivery carrier and Successful Bidder in writing within 15 calendar days of delivery; and
 - iii. Retain the damaged item and, if possible, its shipping container, including packing material, until the delivery carrier performs inspections and the issue is resolved with the Successful Bidder.
- b. **Summary Reports:** The Bidder shall provide the Department's Contract Manager, a report of all Contract sales at the end of each quarter (March, June, September, and December unless otherwise specified by the Department's Contract Manager). These reports must include partial quarters at the beginning and end of the Contract term. The report shall summarize, at minimum, the:
- total number of gallons, per Fuel type, sold during the quarter, per location;
 - total delivery charges during the quarter;
 - total Excessive Wait charges during the quarter;
 - total Undeliverable Fuel charges during the quarter;
 - total Minimum Order charges during the quarter;
 - total dollar value of gallons, per Fuel type, sold during the quarter; and
 - total dollar value sold for the entire Contract term to date.

The Department may, at its discretion, develop the format the Bidder must use for reporting. Any report format developed by the Department shall be incorporated into and shall become a part of the Contract. The Successful Bidder's failure to provide this information within 30 calendar days following the end of each quarter may result in the assessment of financial consequences, as indicated in Section 2.7, or termination of the Contract.

- c. **Support the State's PCard Program:** The State of Florida has implemented the use of a PCard, using the Visa platform. Upon mutual agreement of both parties, the Bidder will accept and receive payments via the PCard in the same manner as other Visa purchases. To find out more about the State's purchasing card program, Vendors may visit https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services.



d. Proper Retention of Records and Documentation:

- i. To the extent that information is utilized in the performance of the Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. By submitted a Bid, the Bidder agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and beyond if the Bidder does not transfer the records to the Department at the end of the Contract; and (d) upon completion of the Contract, transfer to the Department, at no cost, all public records in the Bidder's possession or keep and maintain public records as required by the Department. If the Bidder transfers all public records to the Department upon completion of the Contract, the Bidder shall destroy any duplicate public records that are confidential or otherwise exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall continue to meet all applicable requirements for retaining public records.
- ii. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Bidder shall retain all documents related to the goods or services provided under this ITB for five (5) years after the termination of the unless state or federal law requires a longer retention period. Pursuant to Section 287.058(1)(c), F.S., the Department can unilaterally cancel the Contract if the Bidder refuses to enable public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Art. I, Section 24(a), Florida Constitution and Sections 119.07(1) and 119.071, F.S.
- iii. The Bidder further agrees to hold the Department harmless from any claim for damages, including reasonable attorneys' fees and costs, and from any fine or penalty imposed as a result of failure to comply with the public records law or improper disclosure of confidential information. Further, the Bidder promises to defend the Department against the same at its expense.

2.7. Financial Consequences

- a. The Department desires to contract with a Bidder who demonstrates their willingness to be held accountable for successful Contract performance. The Bidder agrees to the reasonable assessment of financial consequences, as required by Florida Statute, when performance falls below the minimum level required. These financial consequences are not a penalty and are intended to incentivize the successful performance of Contract requirements. Unless otherwise stated in this ITB, financial consequences of \$100 per calendar day will be assessed (as applicable) if:
 - i. service(s) is not completed by the contractual deadline,
 - ii. item(s) are not delivered as required, or
 - iii. reports are not delivered as required.



- b. If the Department chooses to allow completion of Contract requirements after the time allowed, its allowance shall not act as a waiver of financial consequences.
- c. The Successful Bidder is not liable for delays that are beyond their reasonable control. The Department's Contract Manager shall determine what the term "reasonable" will mean in the context of any delay. The Successful Bidder is required to send a request to the Department, in writing, as soon as practicable upon becoming aware that their performance cannot meet the contract requirements due to circumstances outside of their control.
- d. Nothing in this section shall limit the Department's right to pursue remedies for other types of damages at law or in equity.

2.8. Compensation

- a. **Pricing:** Pricing for the Contract will be at a fixed-rate Markup per Gallon in addition to the fixed-rate for the DTN FastRacks Average daily price per gallon, on the date of Fuel delivery to the Department for each Fuel type as determined by the closest appropriate terminal for Fuel. The Department will compensate the Successful Bidder for the delivery of Fuel, as specified in their Attachment I, Price Information Sheet, and DTN FastRacks Average, per gallon of Fuel.
- b. **Invoicing Requirements:** The Successful Bidder must invoice the Department in arrears, as required by Section 215.422, F.S. The Successful Bidder's invoices shall include the following information and all relevant supporting documentation.
 - The date, time, and location of each Fuel delivery.
 - The quantity, in gallons, of each Fuel type delivered.
 - DTN FastRacks Average daily price, per gallon, on the date of Fuel delivery to the Department for each Fuel type as determined by the closest appropriate terminal for Fuel.
 - The Bidder's Markup, per Gallon, as determined by Attachment I, Price Sheet.
 - Minimum Order, Excessive Wait, and Undeliverable Fuel charges, as appropriate.
- c. **Vendor Ombudsman:** A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted by calling the Florida Department of Financial Services at (850) 413-5516.

2.9 Other Relevant Documents

All Bids are subject to the terms of the following sections of this ITB, which in case of conflict shall have the following order of precedence:

- 1) All ITB Addenda, in reverse order of issuance;
- 2) This ITB document, including any and all attachments;
- 3) Form PUR 1000, referenced in this ITB's General Contract Conditions (Section 1.4); then
- 4) Form PUR 1001, referenced in this ITB's General Instructions to Respondents (Section 1.4).

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SECTION 3: The Department's Evaluation Approach

3.1. Basis of Award

As this is an Invitation to Bid, the Department intends to issue an award, per County, to the Responsible Bidder who submits a Responsive Bid with the lowest Total Markup per Gallon, per County, as specified on Attachment I, Price Information Sheet. The Bidder is required to bid all products, within each County in order for their Bid to be considered responsive for that County. The Bidder does not have to bid every County for their Bid to be considered responsive.

In the event the Bidder with the lowest Total Markup Price per Gallon in a county is found non-responsive, the Department may proceed to the next Responsible Bidder with the lowest Total Markup per Gallon for that County and continue the award process.

3.2. Bid Evaluation

Bids that do not meet the requirements specified in this ITB may be considered non-responsive. The Department reserves the right to accept or reject any Bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission(s) if the Department determines that doing so will serve its best interest(s). The Department may reject any Bid not submitted in the manner specified in this ITB. A minor irregularity will not result in a rejection of a Bid; however, material deviations cannot be waived and shall be the basis for the Department to determine a Bid non-responsive.

3.3. Mandatory Criteria

All Bidders must meet the following mandatory conditions and submit the following mandatory documentation with their Bid. Failure to comply with the below requirements will result in the Bid being deemed non-responsive.

#	Mandatory Criteria
1.	Price Information Sheet, Attachment I
2.	Florida Preference Letter, as outlined in Section 3.6
3.	Bidder's Contact Information and Certification, Attachment II

3.4. Price

The Department intends to obtain the best value-for-money over the life of the Contract. We consider the best value-for-money as achieving the right combination of fit for purpose, quality, timely delivery, quantity, and price.

The Bidder shall complete, sign, date, and return the Price Information Sheet, Attachment I. By submitting a Bid in response to this ITB, each Bidder warrants its agreement to the prices it provides and will hold pricing as bid throughout the Contract term. Bidders should offer the most favorable pricing terms the Bidder can offer, being mindful of our purchasing volume. Any modifications, qualifications, counteroffers, deviations, or challenges will not be accepted and may render a Bid non-responsive. Bid pricing must be firm and include all packaging, handling,



shipping and delivery charges, environmental and fuel service fees, and any other relevant and related costs.

If a Bidder offers a price that is substantially lower than other Bids (an abnormally low bid), the Department may seek to verify with the Bidder that the Bidder is capable of fully delivering all the requirements and conditions of this ITB for the price quoted.

If a submitted Price Information Sheet includes inconsistencies, inaccuracies, or is incomplete, it may be found non-responsive by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation by the Bidder, unit prices shall prevail.

3.5. Tax Exemption

The State of Florida does not pay federal excise taxes or sales tax on the direct purchase of goods or services. Bidders shall ensure that these taxes are not included in submitted pricing.

3.6. Florida Preference

Per Section 287.084, F.S., a Vendor whose principal place of business is **NOT** located within the State of Florida, must include a written letter from an attorney-at-law, licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its business entities in the award of public contracts. The letter must be included with the Bid response. The letter must identify the preference granted **or** contain a statement specifying that no preferences are granted. If the letter is not included in the Bid response of a Vendor whose principal place of business is **NOT** located within the State of Florida, the Bid will be found non-responsive.

When the lowest Responsive Bid is submitted by a Responsible Bidder whose principal place of business is **NOT** located within the State of Florida, a five percent (5%) price preference shall be awarded to Bidders whose principal place of business **IS** located within the State of Florida, unless the State where the out-of-state Bidder is located provides a different price preference for businesses having a principal place of business in that State. In this scenario, that same price preference shall be awarded to the lowest Responsible Bidder whose principal place of business is located in the State of Florida. For example, if an Oklahoma-based company submits a Responsive Bid and is the lowest Responsible Bidder, and Oklahoma offers no preference for Oklahoma-based companies in public contracts, then a 5% preference would be given to Florida-based Bidders in consideration of an award.

A Bidder may submit questions regarding this requirement during the designated question and answer period noted in the Timeline.

3.7. Identical Tie Bids

During the Bid tabulation process, if the Department receives identical pricing or scoring from multiple Bidders, the Department shall determine the order of award using the criteria outlined in Sections 295.187, 287.082, 287.084 and 287.087, F.S.

3.8. Rejection of Bids

The Department reserves the right to reject any and all Bids received in response to this ITB.



SECTION 4: Special Contract Conditions

4.1. No Prior Involvement and Conflict of Interest

As Section 287.057(17)(c), F.S., provides, "A person who receives a contract that has not been procured pursuant to Subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any action relating to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influence in the content of any specification or procurement standard, advice, investigation, auditing, or functioning in any other advisory capacity.

The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent, or employee of the Bidder. Officers, agents, or employees of the Department shall not have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Bidder shall have no interest and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITB.

4.2. MyFloridaMarketPlace Transaction Fee

Per Section 287.057(22), F.S. and Rule 60A-1.031, F.A.C., Contractors must pay a small transaction fee on all payments they receive from the State of Florida, unless exempt from this requirement in the F.A.C. This transaction fee is non-refundable, and failure of a Bidder to pay as required may result in their exclusion of future business opportunities with the State.

4.3. E-Verify

Per Executive Order 11-116, "The Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Bidders meeting the terms and conditions of the E-Verify System are deemed compliant with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system in accordance with Section 448.095, F.S.



4.4. Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Bidder must also simultaneously provide the Department with a separate redacted copy of its response (both a printed copy and a searchable PDF document on a CD/DVD or flash drive) and briefly describe, in writing, the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Bidder on the cover, and shall be titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a redacted copy with its response, the Department is authorized to produce the entire documents, data, or records submitted by the Bidder in an answer to a public records request for these records. In no event shall the Department, or any of its employees, or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.5. Vendor Substitute W-9

The Florida Department of Financial Services (DFS) requires all Bidders that do business with the State to submit a Substitute W-9 Form electronically. To submit Forms, and find frequently asked questions, and receive other assistance, Bidders can visit <https://flvendor.myfloridacfo.com>. For additional help, Bidders should contact DFS at (850) 413-5519 or FLW9@myfloridacfo.com.

4.6. Scrutinized Companies Certification

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Bidder certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Bidder agrees the Department may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company



that submits a bid or proposal for a Contract or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

4.7. Cooperation with the Inspector General

The Bidder shall comply with Section 20.055(5), F.S., which states; "It is the duty of every state officer, employee, agency, special district, board, commission, Vendor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing..."

4.8. Modifications During Contract Term

During the term of the Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation.

The Bidder may request an equitable adjustment in the price(s) or delivery timeframe if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department.

The Department shall provide written notice to the Bidder 30 days in advance of any Department-required changes to the technical specifications or scope of work that affect the Bidder's ability to provide the commodities or services specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment, as deemed appropriate by the Department's Bureau of Procurement.

4.9. Vendor Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-owned, women-owned, and service-disabled veteran-owned business enterprises in the economic life of the State. The Department works in conjunction with the Florida Department of Management Services, Office of Supplier Diversity, to provide training on how to access the available procurement opportunities.

The Office of Supplier Diversity offers resources to diverse business enterprises, including the Mentor Protégé Program, which connects eligible business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information, including contact information, on the Mentor Protégé Program, Bidders may visit the Office of Supplier Diversity's website at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

4.10. Environmental Concerns

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Bidder shall submit a plan to support the procurement of commodities and materials with recycled content, referencing the intent of Section 403.7065, F.S. The Bidder shall also provide a plan, if applicable, for reducing or handling hazardous waste generated by the Bidder's company, referencing Rule 62-730.160, F.A.C. It is a requirement of the Florida Department of Environmental Protection (DEP) that a generator of hazardous waste materials exceeding certain thresholds must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Bidder's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.



4.11.Subcontracts

The Bidder may, with the prior written consent of the Department, enter written Subcontracts for the delivery or performance of services, as indicated in this ITB. The Bidder must disclose anticipated Subcontracts that are known known at the time of Bid submission and must identify the amount of the Subcontract in the Bid. If a Bidder identifies a Subcontract at the time of their Bid submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, into which the Bidder enters for the performance of any of its duties under the Contract, shall in any way relieve the Bidder of any responsibility for the performance of its duties. All subcontractors, regardless of function, who provide services on Department property, shall comply with the Department's security requirements, including background checks, and all other Contract requirements. The Department is only authorized to pay the Successful Bidder for services or commodities provided under the Contract.

The Bidder shall make all payments to subcontractors. If the Bidder utilizes a subcontractor, the Bidder shall pay the subcontractor within seven (7) business days after any payment is received from the Department, per Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Bidder is solely responsible to the subcontractor for all expenses and liabilities under the Contract. If the Bidder fails to pay the subcontractor within seven (7) business days, the Bidder shall pay the penalty to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

4.12.Copyrights, Right to Data, Patents, and Royalties

To the extent that the Contract requires a Bidder to produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, or works of any similar nature, the Department has the right to use, duplicate, and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to allow its agents to do the same. If the materials developed are subject to copyright, trademark, patent, or legal title, then every right, interest, claim, or demand of any kind, in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Under Section 286.021, F.S., no person, firm, or corporation, including parties to the Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs, documents, and other intellectual property produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, except for data processing software developed by the Department under Section 119.084, F.S. The Bidder and its employees and agents may not remove any such property without the express written consent of the Department.

The Bidder, without exception, shall indemnify and hold harmless the Department, and its employees, from liability of any nature or kind, including costs and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article, manufactured or supplied, by the Bidder. The Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Bidder or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement and will afford the Bidder full opportunity to defend the action and control the defense of such claim.



Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the Department the right to continue use, replacement, or modification of the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Bidder upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Bidder uses any design, device, or material(s) covered by letter, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials.

4.13. Assignments

The Successful Bidder shall not assign or transfer its rights to another party without the prior written approval of the Department. The Department is entitled to assign or transfer its rights, duties, and obligations to another governmental agency of the State of Florida upon giving written notice to the Bidder.

4.14. Independent Contractor Status

The Bidder shall be considered an independent contractor in the performance of its duties under the Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Bidder shall perform its work and functions, other than as provided in the Contract. Nothing is intended to, nor shall be deemed to constitute a partnership, or a joint venture, between the parties.

4.15. Severability

The invalidity or unenforceability of any particular provision shall not affect the enforceability of any other provisions herein and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.16. Use of Funds for Lobbying Prohibited

The Bidder agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds to lobby the Legislature, Judicial branch of government, or a State agency.

4.17. Employment of Department Personnel

The Bidder shall not knowingly engage, employ, or utilize, on a full-time, part-time, or another basis, any current or former employee of the Department, during the term of the Contract, where such employment conflicts with Section 112.3185, F.S.

4.18. Legal Requirements

The applicable provision(s) of all federal, State, and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Bids received in response to this ITB, and shall govern any, and all claims and disputes which may arise between Bidders and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

4.19. Insurance

The Bidder agrees to provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the Contract. The Bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Bidder and the Department, under the Contract. At minimum, such insurance shall include workers' compensation and employer's liability insurance,



per Florida statutory limits, covering all employees engaged in any work under the Contract; commercial general liability coverage; and automobile liability insurance covering all vehicles used in the course of Contract performance. The Bidder may be required to furnish the Department written verification of such insurance coverage upon request. A self-insurance program established and operating under the laws of the State may be provided as coverage. The Department reserves the right to require additional insurance where appropriate.

If the Bidder is a State agency or subdivision as defined in Section 768.28, F.S., the Bidder shall furnish the Department, upon request, written verification of liability protection under Section 768.28, F.S. Nothing herein shall be construed to extend any Bidder's liability beyond that provided in Section 768.28, F.S.

4.20. Annual Appropriation

The Department's duty to perform and obligation to pay for commodities or services under the Contract, or PO, are contingent upon an annual appropriation by the Legislature. The costs of commodities or services paid under any other contract or from any other source are not eligible for reimbursement under the Contract.

4.21. Prison Rape Elimination Act (PREA)

The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA, which will be made available to the Vendor upon request.

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SECTION 5: Definitions

In this ITB, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

Agency Term Contract (ATC or Contract)	A written agreement between the Department and Successful Bidder that is mandatory for use by the entire Department, is a result of this ITB, and under which Purchase Orders (PO) shall be issued.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and State-observed holidays .
Bid	A Bidder's response to this ITB.
Contract	The written agreement entered by the Department and Successful Bidder(s) for the delivery of the goods or services as described herein.
Day	A calendar day, unless otherwise noted.
Department (FDC)	The Florida Department of Corrections.
DTN FastRacks Average	The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for Fuel pricing.
Fuel	Gasoline, Road Diesel, and Off-Road Diesel.
Gasoline	Gasoline E10, Unleaded 87 Octane: Conforming to Rule 5F-2.001, Florida Administrative Code (F.A.C).
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.
Markup	The amount a Bidder may charge over and above the daily DTN FastRacks Averages, includes all costs associated with providing Fuel to the Department's facilities.
Material Deviation(s)	A deviation which, in the Department's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items bid, services bid, or cost to the Department.
Minor Irregularity	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the Department.
Off-Road Diesel	Ultra-Low Sulfur Diesel Fuel, Red Dye, Grade No. 2-D for use in off-the-road diesel engines, per ASTM International standard specification D975-19b, Grade # 2 S15 complying with Rule 5F-2.001, F.A.C. Off-Road Diesel shall have a minimum cetane number of 40 using ASTM International standard D613-18a.
Purchasing Card (PCard)	The State of Florida's purchasing card program which utilizes the Visa platform.



Requirements (or Specifications)	The specific conditions and requirements of the ITB and Contract, described in Section 2 of this ITB, including technical and non-technical specifications, and all other descriptions of the services sought through this ITB.
Responsible Bidder	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Bid	A Bid, submitted by a Responsible Bidder, that conforms to all material aspects of this ITB.
Road Diesel	Ultra-Low Sulfur Diesel Fuel, Grade No. 2-D (0.0015 mass % sulfur, 40 centane min.), for use in on-road diesel engines, per ASTM International standard specification D975, complying with Rule 5F-2.001, F.A.C.
Subcontract	An agreement between the Bidder and any other person or organization, in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Bidder(s)	The Bidder(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.
Tank Wagon Delivery	Delivery of Fuel by a tank wagon truck with delivery capabilities of 500 to 4,000 gallons of Fuel as a guideline for preparing a Bid and should not be construed as representing actual quantities to be purchased under any Contract.
Vendor (or Bidder)	A legally qualified corporation, partnership, or other business entity that submits a Bid to the Department in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.

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**Attachment I – Price Information Sheet
FDC ITB-21-099**

Bids must be firm prices and shall include all fees except the fees specified in Section 2.5 a. (iii), Allowable Additional Charges. Bidders shall provide a Markup per Gallon per product below, then propagate a Total Markup per Gallon by adding Product #1, Product #2, and Product #3, per County. By submitting pricing below, the Bidder agrees that in the absence of an equitable price adjustment, as indicated in PUR 1000 (1.4), renewal pricing will remain the same throughout the Contract.

The Bidder is required to bid all products within each County, in order for their Bid to be considered responsive for that County.

Addresses for these locations are included in Attachment IV, Service/Delivery Locations.

County (Department locations)	Product #1 Gasoline Markup per Gallon (A)	Product #2 Road Diesel Markup per Gallon (B)	Product #3 Off-Road Diesel Markup per Gallon (C)	Total Markup per Gallon (D) = (A+B+C)
Baker (Baker CI, Baker Re-Entry, Baker Work Camp)	\$ _____	\$ _____	\$ _____	\$ _____
Bradford (Lawtey CI)	\$ _____	\$ _____	\$ _____	\$ _____
Calhoun (Calhoun CI)	\$ _____	\$ _____	\$ _____	\$ _____
Charlotte (Charlotte CI)	\$ _____	\$ _____	\$ _____	\$ _____
Columbia (Columbia CI)	\$ _____	\$ _____	\$ _____	\$ _____
Dade (Dade CI, Everglades CI, Homestead CI, South Florida Reception Center (SFRC))	\$ _____	\$ _____	\$ _____	\$ _____

COMPANY NAME

FEIN



County (Department locations)	Product #1 Gasoline Markup per Gallon (A)	Product #2 Road Diesel Markup per Gallon (B)	Product #3 Off-Road Diesel Markup per Gallon (C)	Total Markup per Gallon (D) = (A+B+C)
Desoto (Desoto Annex)	\$ _____	\$ _____	\$ _____	\$ _____
Dixie (Cross City CI)	\$ _____	\$ _____	\$ _____	\$ _____
Escambia (Century CI)	\$ _____	\$ _____	\$ _____	\$ _____
Franklin (Franklin CI)	\$ _____	\$ _____	\$ _____	\$ _____
Gadsden (Quincy Annex, Gadsden Re-Entry)	\$ _____	\$ _____	\$ _____	\$ _____
Gilchrist (Lancaster CI)	\$ _____	\$ _____	\$ _____	\$ _____
Gulf (Gulf CI)	\$ _____	\$ _____	\$ _____	\$ _____
Hamilton (Hamilton CI)	\$ _____	\$ _____	\$ _____	\$ _____
Hardee (Hardee CI)	\$ _____	\$ _____	\$ _____	\$ _____
Hernando (Hernando CI)	\$ _____	\$ _____	\$ _____	\$ _____
Holmes (Holmes CI)	\$ _____	\$ _____	\$ _____	\$ _____

COMPANY NAME

FEIN



County (Department locations)	Product #1 Gasoline Markup per Gallon (A)	Product #2 Road Diesel Markup per Gallon (B)	Product #3 Off-Road Diesel Markup per Gallon (C)	Total Markup per Gallon (D) = (A+B+C)
Jackson (Jackson CI, Apalachee CI,)	\$ _____	\$ _____	\$ _____	\$ _____
Jefferson (Jefferson CI)	\$ _____	\$ _____	\$ _____	\$ _____
Lafayette (Mayo Annex)	\$ _____	\$ _____	\$ _____	\$ _____
Lake (Lake CI)	\$ _____	\$ _____	\$ _____	\$ _____
Lee (Ft. Myers WC)	\$ _____	\$ _____	\$ _____	\$ _____
Liberty (Liberty CI)	\$ _____	\$ _____	\$ _____	\$ _____
Madison (Madison CI)	\$ _____	\$ _____	\$ _____	\$ _____
Marion (Marion CI, Lowell CI, Florida Women's Reception Center (FWRC))	\$ _____	\$ _____	\$ _____	\$ _____
Okaloosa (Okaloosa CI)	\$ _____	\$ _____	\$ _____	\$ _____
Okeechobee (Okeechobee CI)	\$ _____	\$ _____	\$ _____	\$ _____

COMPANY NAME

FEIN



County (Department locations)	Product #1 Gasoline Markup per Gallon (A)	Product #2 Road Diesel Markup per Gallon (B)	Product #3 Off-Road Diesel Markup per Gallon (C)	Total Markup per Gallon (D) = (A+B+C)
Orange (Central Florida Reception Center (CFRC))	\$ _____	\$ _____	\$ _____	\$ _____
Palm Beach (Sago Palm Re-Entry)	\$ _____	\$ _____	\$ _____	\$ _____
Pasco (Zephyrhills CI)	\$ _____	\$ _____	\$ _____	\$ _____
Polk (Polk CI, Avon Park CI)	\$ _____	\$ _____	\$ _____	\$ _____
Putnam (Putnam CI)	\$ _____	\$ _____	\$ _____	\$ _____
Santa Rosa (Santa Rosa CI)	\$ _____	\$ _____	\$ _____	\$ _____
Sumter (Sumter CI)	\$ _____	\$ _____	\$ _____	\$ _____
Suwannee (Suwannee CI)	\$ _____	\$ _____	\$ _____	\$ _____
Taylor (Taylor CI)	\$ _____	\$ _____	\$ _____	\$ _____
Volusia (Tomoka CI)	\$ _____	\$ _____	\$ _____	\$ _____
Wakulla (Wakulla CI)	\$ _____	\$ _____	\$ _____	\$ _____

COMPANY NAME

FEIN



County (Institutions)	Product #1 Gasoline Markup per Gallon (A)	Product #2 Road Diesel Markup per Gallon (B)	Product #3 Off-Road Diesel Markup per Gallon (C)	Total Markup per Gallon (D) = (A+B+C)
Walton (Walton CI)	\$ _____	\$ _____	\$ _____	\$ _____
Washington (Northwest Florida Reception Center (NWFRC))	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF BIDDER (COMPANY)

FEIN

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE



**Attachment II – Bidder's Contact Information and Certification
FDC ITB-21-099**

The Bidder shall identify the contact information for Solicitation and Contractual purposes per the requested fields of the table below.

	Bidder Contact Person For Solicitation Purposes	Bidder Contact Person for Contractual Purposes (should the Bidder be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip Code		
Telephone: (Office)		
Telephone: (Mobile)		
Email:		

Per Section 4.6, any company that submits a Bid for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel. By signing below, the Bidder manifests this certification:

Authorized Bidder Signature

Date



**Attachment III – Certification of Drug-Free Workplace Program
FDC ITB-21-099**

Section 287.087, Florida Statutes provides that, where identical tie Bids are received, preference shall be given to a Bid received from a Vendor that certifies it has implemented a drug-free workforce program. To have a drug-free workplace program, a business shall:

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

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

Vendor Name:

Vendor's Signature:



**Attachment IV – Service/Delivery Locations
FDC ITB-21-099**

The Attachment I – Price Information Sheet includes the locations which currently have fuel tanks for delivery. However, fuel tanks could be added at any of the locations during the term of the Contract.

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1	*	102	Apalachee CI East (ACI)	n/a	35 Apalachee Drive Sneads, FL 32460
1		101	Apalachee CI West	Apalachee CI East	52 West Unit Drive Sneads, FL 32460
1	*	105	Calhoun CI	n/a	19562 SE Institution Drive Blountstown, FL 32424
1	*	106	Century CI	n/a	400 Tedder Rd Century, FL 32535
1	*	113	Franklin CI	n/a	1760 Highway 67 North Carrabelle, FL 32322
1	*	144	Gadsden Re-Entry Center	n/a	630 Opportunity Lane Havana, FL 32333
1	*	109	Gulf CI	n/a	500 Ike Steele Road Wewahitchka, Florida 32465-0010
1	*	107	Holmes CI	n/a	3142 Thomas Drive Bonifay, FL 32425
1	*	104	Jackson CI	n/a	5563 10 th Street Malone, FL 32445
1	*	103	Jefferson CI	n/a	1050 Big Joe Road Monticello, FL 32344



Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1	*	120	Liberty CI	n/a	11064 NW Dempsey Barron Road Bristol, FL 32321
1	*	110	Northwest Florida Reception Center (NWFRC)	n/a	4455 Sam Mitchell Drive Chipley, FL 32428
1		139	Quincy Annex	Liberty CI	2225 Pat Thomas Pkwy Quincy, FL 32351
1	*	115	Okaloosa CI	n/a	3189 Colonel Greg Malloy Road Crestview, FL 32539
1	*	119	Santa Rosa CI	n/a	5850 E. Milton Road Milton, FL 32583
1	*	118	Wakulla CI	n/a	110 Melaleuca Drive Crawfordville, FL 32327
1	*	108	Walton CI	n/a	691 Institution Road Defuniak Springs, FL 32433
2	*	279	Baker CI		20706 US Hwy 90 West Sanderson, FL 32087
2		275	Baker Re-Entry Center	Baker CI	20706 US Hwy 90 West Sanderson, FL 32087
2		261	Baker Work Camp	Baker CI	20706 US Hwy 90 West Sanderson, FL 32087
2	*	201	Columbia CI	n/a	216 SE Corrections Way Lake City, FL 32025



Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2	*	211	Cross City CI	n/a	568 NE 255 th Street Cross City, FL 32628
2	*	215	Hamilton CI	n/a	10650 SW 46 th Street Jasper, FL 32052
2	*	281	Lancaster CI	n/a	3449 SW State Road 26 Trenton, FL 32693
2	*	255	Lawtey CI	n/a	22298 NE County Road 200-B Lawtey, FL 32058
2	*	216	Madison CI	n/a	382 SW MCI Way Madison, FL 32340
2	*	223	Mayo Annex	n/a	8784 US 27 West Mayo, FL 32066
2	*	214	Putnam CI	n/a	128 Yelvington Road East Palatka, FL 32131
2	*	230	Suwannee CI	n/a	5964 US Hwy 90 Live Oak, FL 32060
2	*	218	Taylor CI	n/a	8501 Hampton Springs Rd Perry, FL 32348
2		282	Tomoka CI	n/a	3950 Tiger Bay Road Daytona Beach, FL 32124
3		503	Avon Park CI	n/a	8100 Hwy 64 East Avon Park, FL 33825



Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3		320	Central Florida Reception Center (CFRC)	n/a	7000 HC Kelley Road Orlando, FL 32831
3		564	DeSoto Annex	n/a	13617 SE Hwy 70 Arcadia, FL 34266
3	*	368	Florida Women's Reception Center (FWRC)	n/a	3700 NW 111 th Place Ocala, FL 34482
3		501	Hardee CI	n/a	6901 State Road 62 Bowling Green, FL 33834
3	*	336	Hernando CI	n/a	16415 Spring Hill Road Brooksville, FL 34604
3	*	312	Lake CI	n/a	19225 US Hwy 27 Clermont, FL 34715
3		314	Lowell CI	n/a	11120 NW Gainesville Road Ocala, FL 34482
3		304	Marion CI	n/a	3269 NW 105 th Street Lowell, FL 32663
3		580	Polk CI	n/a	10800 Evans Road Polk City, FL 33868
3		307	Sumter CI	n/a	9544 County Road 476B Bushnell, FL 33513
3	*	573	Zephyrhills CI	n/a	2739 Gall Blvd Zephyrhills, FL 33541



Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
4		510	Charlotte CI	n/a	33123 Oil Well Road Punta Gorda, FL 33955
4	*	544	Ft. Myers Work Camp	Charlotte CI	2575 Ortiz Avenue Ft. Myers, FL 33905
4	*	463	Dade CI	n/a	19000 SW 377 th Street Florida City, FL 33034
4		401	Everglades CI	n/a	1599 SW 187 th Avenue Miami, FL 33194
4	*	419	Homestead CI	n/a	19000 SW 377 th Street Florida City, FL 33034
4		404	Okeechobee CI	n/a	3420 NE 168 th Street Okeechobee, FL 34972
4	*	464	Sago Palm Re-Entry Center	Okeechobee CI	500 Bay Bottom Rd Pahokee, FL 33476
4		402	South Florida Reception Center (SFRC)	n/a	14000 NW 41 st Street Doral, FL 33178



Attachment V – Security Requirements
FDC ITB-21-099

- 1) Per Section 944.47, Florida Statutes (F.S.) it is unlawful to introduce into or upon the grounds of any state correctional institution or to take or attempt to take or send or attempt to send any of the following items, which are considered contraband unless authorized by the Institution's Officer-In-Charge (OIC).
 - a) Any written or recorded communication to any inmate of any state correctional institution;
 - b) Any currency or coin that is given or transmitted, or intended to be given or transmitted to an inmate of any state correctional institution;
 - c) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution;
 - d) Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect;
 - e) Any controlled substance, prescription, or a non-prescription drug, having a hypnotic, stimulating, or depressing effect; and
 - f) Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution

A person, who violated any provision of Section 944.47, F.S., as it pertains to an article of contraband, is guilty of a felony.

- 2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) All keys must be kept in pockets at all times.
- 4) Confirm with the Institutional Warden where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state) that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- 6) Absolutely no transactions between Contract personnel and inmates are permitted. Transactions include, but are not limited to, giving or receiving cigarettes, stamps, or letters.
- 7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the Institution's OIC.
- 8) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire rapidly and effectively. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by the Department's security staff. The Contractor must maintain two



(2) copies of the correct inventory with each toolbox, one (1) copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the toolbox is brought into the Institution, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) immediately. No inmate will be allowed to leave the area until the lost tool is recovered.

- 9) Approval must be obtained from the Institution's Chief of Security before bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- 10) All persons and deliveries to be on Department property will enter and exit by only one (1) designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- 11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Inmates can use construction materials and debris as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. The contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in ensuring that necessary security measures are taken.
- 13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required before shutting down any existing utility system. The Contractor should arrange for alternative service if required, and expeditious re-establishment of the shutdown system.
- 14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing unless expressly authorized by the Institution's Warden.
- 15) For security purposes, a background check will be made upon all Contractor staff that provides services on the project.

The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.

