



FLORIDA DEPARTMENT of

management SERVICES

We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950

Tel: 850-488-2786 | Fax: 850-922-6149

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

CERTIFICATION OF CONTRACT

TITLE: Bulk Fuel, Gasoline and Diesel

CONTRACT NO.: 405-000-10-1

ITB NO.: 21-405-000-X

EFFECTIVE: July 1, 2014 through June 30, 2016

CONTRACTOR(S):

American Homegrown Fuel Corporation (A)
G. W. Hunter, Inc. (A)
J. V. Gander Distributors, Inc. (A)
L. V. Hiers. Inc. (M)
Macmillan Oil Company. (O)
Mansfield Oil Company LLC. (A)
Petroleum Traders Corporation (A)

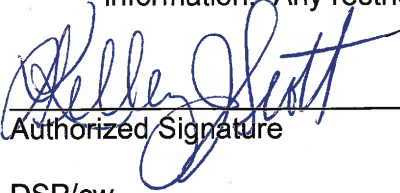
-
- A. AUTHORITY – Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
- B. EFFECT – This contract was entered into to provide economies in the purchase of Bulk Fuel, Gasoline and Diesel by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State, and local taxes.

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE – Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

We serve those who serve Florida.

E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.


Authorized Signature

6/27/14
(date)

DSP/cw

Attachments



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CERTIFICATION OF CONTRACT

TITLE: Bulk Fuel, Gasoline and Diesel

CONTRACT NO.: 405-000-10-1

ITB NO.: 21-405-000-X

EFFECTIVE: July 1, 2009 through June 30, 2014

CONTRACTOR(S):

American Homegrown Fuel Corporation (A)
Eli Roberts and Sons, Inc. (A)
G. W. Hunter, Inc. (A)
Jim Hinton Oil Company, Inc.
J. V. Gander Distributors, Inc. (A)
L. V. Hiers, Inc. (M)
Macmillan Oil Company. (O)
Mansfield Oil Company LLC. (A)
Petroleum Traders Corporation (A)
Port Consolidated, Inc. (A)
SMF Energy Corporation (A)
Terrell Industries, Inc. (H)

-
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Authorized Signature (date)

DSP/cw

Attachments

CONTRACT ADMINISTRATOR

NAME: Mina Barekat

TELEPHONE: (850) 488-1985

E-MAIL: mina.barekat@dms.myflorida.com

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SECTION 1.0
INTRODUCTION

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- 1.1 PURPOSE AND SCOPE**
- 1.2 TIMELINE**

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1.1 Purpose and Scope

The State of Florida (“State”), Department of Management Services (“Department”), invites interested vendors, including suppliers of Bulk Fuel, Gasoline and Diesel, to submit responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a State Term Contract for the acquisition of Bulk Fuel, Gasoline and Diesel. By submitting a response, each bidder certifies that it satisfies the following criteria, in addition to any other specified in the solicitation documents.

The State Term Contract period, if awarded, is anticipated to begin on the Contract Formation date, per Section 2.17, and to end June 30, 2014, with potential options to renew per Chapter 287, Florida Statutes.

1.2 Timeline (REVISED 5/29/2009)

Event	Event Date
Issue solicitation within MyFloridaMarketPlace Sourcing Tool (Provide notice within Vendor Bid System).	May 12, 2009
MyFloridaMarketPlace (MFMP) training (not mandatory) 10:00 – 11:30 conference call	May 19, 2009
Questions from Respondents due via Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 4:00 pm ET).	May 21, 2009
Post answers to vendor requests for approved equivalents and questions within MyFloridaMarketPlace Sourcing Tool and Vendor Bid System. REVISED	June 1, 2009
Solicitation responses due within MyFloridaMarketPlace Sourcing Tool (<u>Some documents in hard copy</u>) (No later than 4:00 pm ET). REVISED	June 5, 2009
Post Notice of Intended Award within Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award). REVISED	June 16, 2009
Contract award.	Per Section 2.17, Contract Formation

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL’S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool’s time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

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Section 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

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- 2.7 CONVICTED VENDORS.**
- 2.8 DISCRIMINATORY VENDORS.**
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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- An electronic signature on the response, generally,
- An electronic signature on any form or section specifically calling for a signature, and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or

a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation

opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency during Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Section 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

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- 3.2 TERMS AND CONDITIONS**
- 3.3 DEFINITIONS**
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- 3.5 MYFLORIDAMARKETPLACE SOLICITATION OVERVIEW**
- 3.6 AMENDMENTS OR ADDENDUMS TO THE SOLICITATION DOCUMENTS**
- 3.7 ESTIMATED QUANTITIES**
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- 3.10 BASIS FOR AWARD**
- 3.11 STATE OBJECTIVES**
- 3.12 LOBBYING**

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3.1 Contact Person:

Refer ALL Inquiries to:

David A. Bennett, MBA, CPPO, FCPM, FCCN, FCCM, PMP®
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399-0950
(850) 921-4072 (voice)
(850)414-6122 (facsimile)
David.Bennett@dms.myflorida.com

Please Note: All solicitation related Questions must be submitted through the MyFloridaMarketPlace Sourcing Tool Q&A Board per Section 2.5; MyFloridaMarketPlace System questions may be answered in the solicitation document, Section 3.5. Any additional technical questions related to the MyFloridaMarketPlace system can be directed to the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

3.2 Terms and Conditions

Potential Respondents are encouraged to carefully review all the materials contained herein and prepare Responses accordingly.

All Responses are subject to the requirements, specifications, terms, and conditions of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Section 1.0, Introduction
- Section 6.0, Technical Specifications
- Section 5.0, Special Conditions
- Section 4.0, General Contract Conditions [PUR 1000 (10/06)]
- Section 3.0, Special Instructions to Respondents
- Section 2.0, General Instructions to Respondents [PUR 1001 (10/06)]
- Section 7.0, Price Sheet and Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall result in the disqualification of the Respondent's Response for any offers associated with the additional terms or conditions. Failure to comply with the solicitation requirements, specifications, terms, and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

This Section, 3.2, supersedes and replaces Section 2.4, Terms and Conditions.

3.3 Definitions

The Definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1, and General Contract Conditions [PUR1000 (10/06)], Section 4.1, shall apply to this Section. The following additional terms are also defined:

- (a) "State" means the State of Florida.
- (b) "Department" means the Florida Department of Management Services.
- (c) "Procurement Officer", "Contract Manager", or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.

- (d) “Eligible User” is defined in 60A-1.005, F.A.C. The following entities are eligible users:
1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
 2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. *Specific Authority 287.042 (12) F.S. Law Implemented 287.012 (12) F.S. History – New 8-24-04.*

Section 287.056 of the Florida Statutes governs agencies’ use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

- (e) “Vendor(s)” means the entity that believes itself capable and is in the business of providing a Commodity and / or contractual service similar to those within the solicitation, and may or may not respond to the solicitation.
- (f) “Contractor(s)” means the Respondent that has been awarded and contracts to sell Commodities and / or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.
- (g) “Dealer(s)” or “Certified Representative(s)” means a representative authorized to market, sell, and service specific Commodities such as gasoline and diesel.
- (h) “Commodity(ies)” means a tangible good, which may or may not meet the specifications herein.
- (i) “Commodity Code(s)” means the State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein.

3.4 Who May Respond The Department will accept Responses from capable suppliers, who are in good standing with the State of Florida, satisfying the requirements, specifications, terms, and conditions of the solicitation documents. To be eligible for award, a Respondent shall have the demonstrated capability to perform a Contract in the State of Florida. Full-service office with business hours of 8:00 A.M. E.S.T. to 5:00 P.M. E.S.T. weekdays (minimum) and with staff capable of handling inquiries and orders on-location during those business hours (including lunch hour).

By submitting a Response, each Respondent certifies that it satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and / or documentation. **Failure to supply supporting information and / or documentation as required and / or requested will result in disqualification of the Response.**

3.5 MyFloridaMarketPlace Solicitation Overview The Department uses the MyFloridaMarketPlace System (“MFMP”) to receive Responses to solicitations electronically.

3.5.1 MyFloridaMarketPlace Vendor Registration Application Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at: <https://vendor.myfloridamarketplace.com/>. If you have not registered, please be advised that a minimum of forty-eight (48) hours will be required for access to the Sourcing Tool. Completion of this registration is mandatory for those vendors who wish to submit a Response.

3.5.2 3.5.2 MyFloridaMarketPlace Sourcing Tool Training This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool at: <http://sourcing.myfloridamarketplace.com/>. Optional training on how to respond to this solicitation electronically is offered at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

Download and review the document titled "ITB Event User Guide."

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

- a. Solicitation User Guides
- b. On Demand web-based Sourcing training link
- c. WinZip FAQs
- d. Vendor FAQs

3.5.3 MFMP Sourcing Tool Training for Respondents An optional conference call training session on how to use the MyFloridaMarketPlace Sourcing Tool for this ITB is scheduled on the date indicated on the Timeline at 10:00AM EST. The Conference Call number is (888) 808-6959. Conference Code 9214072.

Please go to:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/mfmp_sourcing_solicitations

and review the vendor training link and download the document titled **Contractor Training_ITB.ppt**. Please have this document open on your desktop while participating on the call. To participate in the conference call, please call in to the number provided approximately 1 minute before the scheduled time.

No questions regarding the scope and specifications of this solicitation will be answered on this conference call!

Additionally, an On-Demand web-based interactive training application to learn how to respond to an event using the MyFloridaMarketPlace sourcing tool is also available. This is another opportunity to receive training on how to use MyFloridaMarketPlace Sourcing tool if you cannot attend the Optional training conference call or want additional guidance. The link is http://marketplace.myflorida.com/vendor/vendor_training.htm click on Responding to Sourcing Event.

3.5.4 MyFloridaMarketPlace Sourcing Tool Tips When working in the Sourcing Tool, be aware of the twenty (20) minute time-out function in the Tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty (20) minutes to ensure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your solicitation Responses. **The SAVE button does not transmit your solicitation Response to the State.** In order to transmit your solicitation Response to the State, you must click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the Sourcing Tool to verify that the Response is accurately and completely captured within the Sourcing Tool. Respondents must do this while there is sufficient time remaining in the solicitation period in the event you discover an error and need to resubmit a revised Response.

To validate your Response, you should do the following before the solicitation period ends:

- Go to the "My Bids / My Responses" tab within the Sourcing Tool after you submitted your Response.
- Click on the Response ID number of your last submitted Response.
- Review entire Response to make sure all responses are complete, accurate, and as you intended to submit.
- Minimum areas to check are:
 - Text boxes – Is your entire answer viewable?
 - Yes/No questions – Is the displayed answer correct?
 - All uploaded document files – Can you open attached document(s) and clearly view entire content? Does the content of the file(s) match your Response within the Tool (e.g., not an earlier version, incomplete copy, or working copy)?
 - Pricing and Other Information – Are all Prices and other information you intended to submit visible and accurately captured within Sourcing Tool?
 - Required Items - Are all items listed in the solicitation completed as required within the Sourcing Tool?

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

3.5.5 MyFloridaMarketPlace and Vendor Bid System Email Notification Vendors are reminded that the Sourcing Tools' Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, amendment, or close of solicitations. **Vendors are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning solicitations.**

3.6 Amendments or Addendums to the Solicitation Documents The Department reserves the right to issue Amendments or Addendums to the solicitation. Notice of any Amendment or Addendum will be posted within MyFloridaMarketPlace and / or the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and reviewing the formal notices and / or changes to the solicitation. Each Vendor is responsible for monitoring the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System sites for new or changing information concerning the solicitation.

3.7 Estimated Quantities To assist Respondents in the solicitation process, average estimated annual historical spend information is provided. Spend information is based on FY 07/08 data. This figure shall not be construed as commitments.

- **Estimated Annual Usage: 10 million gallons**

The above figure reflects estimated annual spend generated by Eligible Users of past contracts for similar Commodities and / or contractual services and is not a commitment.

Additional estimations of usage, quantity, volume, weight, spend, and / or other estimates may be provided by the Department in the solicitation documents. The figures provided are to assist Respondents in the solicitation process and / or to assist the Department in evaluating, measuring, and / or scoring Responses to the solicitation and shall not be construed as commitments.

3.8 Submittal of Response

3.8.1 Submittal of Offer_Respondents will submit their offers via the MyFloridaMarketPlace Sourcing Tool (<https://sourcing.myfloridamarketplace.com/>). The Response shall include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MyFloridaMarketPlace Sourcing Tool for the solicitation. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses will be entered electronically in the MyFloridaMarketPlace Sourcing Tool during this solicitation as indicated.

In the event the Respondent submits more than one Response in the MyFloridaMarketPlace Sourcing Tool, only the last Response received by the system shall be considered for award. Previous Responses will not be visible to the State of Florida. Responses not submitted within the MyFloridaMarketPlace Sourcing Tool shall be rejected. The System will require Respondents to review the Solicitation Preparation Checklist (Section 7.1) and confirm that they have completed all required activities before receiving the offer. The Solicitation Preparation Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Solicitation Preparation Checklist does not have to be provided with the Response.

Each Respondent is responsible for ensuring that their offer is accurately and completely submitted before the Solicitation Responses Due Date and Time noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers and the System will NOT accept offers after the Solicitation Responses Due Date and Time specified in the Timeline. **The Response must be accurate, complete, and submitted in the MyFloridaMarketPlace Sourcing Tool, or as otherwise provided in the solicitation documents, by the date and time specified on the Timeline or the Response shall be deemed non-responsive.**

3.8.2 Price Sheet_Responses will be submitted in Pricing Section in the Sourcing Tool Sheet, .

3.8.3 Savings / Price Reductions_Respondent shall submit one (1) accurately completed Savings / Price Reductions form (Section 7.3) entered electronically in the MyFloridaMarketPlace Sourcing Tool with their Response containing the required savings information for each Commodity offered and a method(s) for the Department to verify the savings information provided. **Failure to provide the Savings / Price Reductions form with the Response may result in the Respondent being deemed non-responsive.**

3.8.4 Ordering Instructions_Respondent shall submit one (1) completed Ordering Instructions Form (contained within Section 7.2, Price Sheet) with their Response identifying persons responsible for answering questions about the Response and administering the Contract, if awarded, and

shall provide information necessary for placing orders under the Contract, if awarded. The Ordering Instructions Form will be submitted with their response, to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.8.1 of the solicitation. **Failure to provide the Ordering Instructions Form with the Response will result in the Respondent being deemed non-responsive.**

3.9 Evaluation Criteria_The Department shall evaluate eligible responsive offers. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsible. The Department reserves the right to determine which Responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

3.10 Basis for Award_The Department intends awards to one or more (not to exceed three) responsive low bidders on a county by county basis for each item number listed on the Price Sheets.

3.11 State Objectives_Within thirty (30) calendar days following award of the Contract, if awarded, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.11.1 Diversity The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran 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 on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as both Contractors and Sub-Contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE Contractors (agents or Sub-Contractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other Eligible User) level.

3.11.2 Environmental Considerations_The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and

or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.11.3 Certification of Drug-Free Workplace Program The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, one preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the Certification of Drug-Free Workplace form included in Section 7.6 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.11.4 Products Available from the Blind or Other Handicapped (RESPECT) The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section [413.036](#)(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.11.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section [946.515](#)(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.12 Lobbying Please reference Section 2.21 Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents are advised that the following will be included in the Contract for these services: In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

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SECTION 4.0
GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]

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4.1 Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of

defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be

submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right,

provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises

from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.41 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONDITIONS

CONTENTS:

- 5.1 DEFINITIONS**
- 5.2 PERIOD OF AGREEMENT**
- 5.3 CATALOG DATA**
- 5.4 ORDERING INSTRUCTIONS INFORMATION**
- 5.5 TRANSACTION FEE REPORTS**
- 5.6 SALES SUMMARY**
- 5.7 COMPLIANCE WITH LAWS**

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5.1 Definitions The Definitions found and referenced in the General Contract Conditions [PUR1000 (10/06)], Section 4.1, and the Definitions found and referenced in Section 3.3, Definitions, shall apply to this Section.

5.2 Period of Agreement The State Term Contract shall be in effect beginning on the Contract Formation date, per Section 2.17, and end June 30, 2014. This agreement has the option to renew in accordance with Section 287.057 (13), F.S.

Renewal is contingent upon satisfactory performance by the Contractor and final approval by the Department.

5.3 Catalog Data The MyFloridaMarketPlace (“MFMP”) third-party service provider is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor shall provide certain information in electronic format directly to the Service Provider (This format is generally Microsoft Excel™).

Within ten (10) business days of written notice from the Service Provider, Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor Name, Commodity Description (using complete Contract Price Sheet Description), unit of measure, and Contract Price. Contractor shall provide this information in the format required by the Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, Eligible Users, or Service Provider. With the Contractor’s timely assistance, the Service Provider shall create and maintain web-based placement of the requested Contract information.

5.4 Ordering Instructions Information Completed Ordering Instructions shall be uploaded into Section 7.2, Ordering Instructions.

The Ordering Instructions contained within Section 7.2, Ordering Instructions, will contain current information relevant to the acquisition of Commodities under the Contract. This information shall include, but not be limited to, the Contractor’s name and identifying number with their contact information; the Contractor’s Contract Representative with their contact information, the Contractor’s Remit-To Address, and a list of Department maintained instructions to assist Eligible Users in placing orders under the Contract.

The Contractor shall notify the Department of a requested change to the Ordering Instructions in writing and received by the Contract Administrator no later than five (5) business days prior to the effective date of the proposed change. The Department may accept or reject any proposed change, or may unilaterally amend the Ordering Instructions as it deems is in the best interest of the State and / or will best assist Eligible Users.

5.5 Transaction Fee Reports: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

5.6 Sales Summary Reports

In addition to the MFMP Transaction Fee reporting requirements the following minimum data shall be reported by the Contractor to the Department on an annual Contract basis:

- The report shall be in MS Excel (version 2003 or later)
- Contractor's name
- Reporting period
- Format shall include columns for the following information:
- State Agency Name or Eligible User Name
- 1. Type of fuel
- 2. Number of gallons
- 3. Total dollar value of purchases

Failure to provide quarterly reports, including no sales, within thirty (30) calendar days following the end of each Contract year may result in the Contractor being found in default and the subsequent cancellation of the Contract by State Purchasing.

Contractor shall report to the Department its Contract-associated spend with both certified and non-certified minority business enterprises (CMBE and MBE's). Reports must include the period covered; the name, minority code, and Federal Employer Identification Number of each MBE utilized during the period; commodities and services provided by the (C)MBE; and the amount paid to each (C)MBE on behalf of each purchasing agency ordering under the terms of this Contract.

Submission of Contract Sales Summaries is the responsibility of the Contractor, without prompting or notification by the Purchasing Analyst. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager. The Department shall distribute, in electronic format, the Contract Sales Summary forms to be used by the awarded Contractor upon Contract signature.

- 5.7 Compliance with Laws** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

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SECTION 6.0
TECHNICAL SPECIFICATIONS

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6.01 Definitions
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6.16 DTN FastRacks
6.17 Fuel Permits
6.18 Schedule and Damages
6.19 Federal and State Standards
6.20 Specifications

6.1 **Definitions:** The Parties agree that capitalized terms shall have the meaning ascribed below:

“**Biodiesel**” shall mean an alternative Fuel consisting of an ultra low sulfur no. 2 diesel fuel and a requested blend of soybean oil.

“**BQ-9000**®” a cooperative and voluntary program for the accreditation of producers and marketers of biodiesel fuel created by the National Biodiesel Accreditation Program.

“**DTN FastRacks Averages**” shall mean the fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities. This Contract shall use the daily rack averages as established by the DTN FastRacks Averages. Fuel prices are listed for terminals by regions in reports called PAD Reports. The State of Florida uses terminals listed in the PAD 1 Report (DTN Fastracks). Fuel terminals are more particularly detailed in section 6.08.

“**Fuel**” shall mean any Fuel product obtained through this Contract. Fuel product shall include unleaded E10 gasoline, Ultra Low Sulfur no. 2 diesel, Ultra Low Sulfur no. 2 off road, dyed diesel and biodiesel to be delivered to State and Customer facilities as defined in section 6.09.

“**Markup**” shall mean the Contractor’s price to cover all costs associated with providing Fuel to State and Customer facilities as more particularly detailed in section 6.10. Markup will mean both positive and negative numbers. Markups may differ based on where the Fuel is obtained according to the Fuel terminals and actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. The Contractor shall assess no other fees associated with the delivery of Fuel except as more particularly detailed in section 6.12.

“**Transport Delivery**” shall mean a delivery by a transport truck with a minimum delivery of 8,000 gallons for gasoline, 7,200 gallons for diesel and 7,200 gallons for a combination load of gasoline and diesel.

6.2 Deliverables: The Contractor shall deliver the following product, as more particularly detailed in sections 6.03 to 6.20.

6.3 Scope of Work: This Contract is to provide Fuel for the State and Customers in the State of Florida. The Department seeks to improve quality and efficiency of services delivered, improve Customer services and reduce cost. The Contractor must efficiently provide Fuel to meet the requirements of the Customer. The bidder must meet the following requirements:

- Fuel will be available to all eligible Customers in the State of Florida. (It is anticipated that Customers will use approximately 10,000,000 gallons annually under the resulting Contract, if any.)
- Fuel costs will be determined based on the daily DTN FastRacks Averages from the closest terminal used to service the Customer’s facility. Averages are posted in the DTN FastRacks report distributed each morning. Biodiesel costs will use the above plus the published Monday price for soybean oil in the Tuesday edition of the *Wall Street Journal*. Price is more particularly detailed in section 6.10.
- Markups will be established for each type of Fuel for each county based on the minimum delivery requirements as detailed in section 6.09. Customer facilities, located in each county, will use the same Markups based on their requirements. Markup for Fuel shall be based on a price per gallon basis.
- Fuel costs shall exclude any taxes and/or fees that the Customer is exempt from paying. All Fuel costs will include the DTN FastRacks Averages, the Contractor’s Markup and all applicable taxes and/or petroleum associated fees allowed. Other service/delivery charges may apply as detailed in sections 6.10 and 6.12.
- The invoice price shall reflect the actual date of delivery.

6.04 Fuel Sites and Accessibility: All Customer tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify Customer of all situations that may be deemed unsafe. A Contractor may refuse to deliver Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if a Contractor attempts to deliver Fuel and the Fuel site is deemed unsafe. The Customer shall be responsible for having proper equipment installed. Customer shall work with Contractor making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled. Customer may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery. These charges are listed in section 6.12.

6.05 Delivery of Fuel: Fuel is to be delivered to the Customer’s tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Customer. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may be subject to a service charge if request is for same day delivery. This charge is listed in section 6.12.

Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer’s tank(s) to receive Fuel and shall again measure the tank(s) after delivery. Customer may be subject to a back haul charge if the Customer orders more Fuel than the Customer’s tank(s) can hold upon delivery and a portion of the Fuel ordered has to be returned. This charge is listed in section 6.12.

Scheduled delivery service is for delivery of Fuel by the Contractor to the Customer's tank(s) under the time frame as agreed upon by the Contractor and Customer.

6.06 Fault And Responsibility: The party at fault will be responsible for all direct costs incurred to correct a problem. Problems may include but not limited to misorders by Customer, Fuel spills, delivering wrong Fuel to Customer by Contractor, cross-fueling by Contractor at Customer's facility, etc.

6.07 Measurements: Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements.

6.08 Fuel Terminals: Price will be determined using the DTN FastRacks Average price for the closest appropriate terminal, on the date of delivery to the Customer, regardless of when or where the Contractor actually obtained Fuel. The following terminals are used to refer to the DTN FastRacks Average prices:

- Jacksonville
- Miami
- Orlando
- Panama City
- Pensacola
- Tampa
- Bainbridge, GA

6.09 Minimum Delivery: Minimum delivery on this Contract shall 8,000 gallons for a Transport Delivery for gasoline; 7,200 gallons for a Transport Delivery for diesel; and 7,200 gallons for a combination load Transport Delivery of gasoline and diesel.

6.10 Prices: Prices shall be submitted on Customer invoices as follows:

Fuel Cost shall be determined by the date and county in which delivery of Fuel is made. Fuel cost shall include:

- Gasoline and Diesel: Prices will be calculated using the following information:
 - DTN FastRacks Average daily price as determined by the closest appropriate terminal for Fuel.
 - Contractor's Markup as determined by the Price Sheet for the county in which delivery of Fuel is made.
 - All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.
 - All applicable delivery and/or service charges as allowed.

Biodiesel: Biodiesel prices shall be determined by the date and county in which delivery of Fuel is made. Biodiesel prices will be calculated using the following information:

- DTN FastRacks Averages daily price as determined by the closest appropriate terminal for Ultra Low Sulfur no. 2 diesel. This daily price will be used to calculate the diesel portion charged by the Contractor for Biodiesel.
- The published Monday closing price for soybean oil, as printed in the Tuesday edition of the *Wall Street Journal* under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the total charged by the Contractor for Biodiesel.

- This price is listed in pounds and will be converted to gallons using the following conversion equivalence:

7.35 lbs = 1 gallon

This weekly price will be used to make up the remainder of the total charged by the Contractor for Biodiesel.

Sample Calculations:

B20 whole sale price = 0.80 times the price for ultra low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 whole sale price = 0.90 times the price for ultra low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 whole sale price = 0.95 times the price for ultra low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

Price will be in effect on the published date through the next published date. If no Monday price is published, then the next available published price will apply (Tuesday, Wednesday, etc.).

- Contractor's Markup as determined by the Price Sheet for the county in which delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.
- All applicable delivery and/or service charges as allowed.

While it is anticipated that 90+% of the Biodiesel purchased by the State will be B20, the vendor must be willing to delivery any requested blend. The Customer and the Contractor agree that the Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Contract. The Contractor agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make any and all records supporting the invoiced prices available for inspection, upon written request by the Customer

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

6.11 Markup: The Markup shall be noted on the Price Sheet as follows:

- Discount Markup – A Discount Markup shall be noted as a negative number, using either a minus sign “-.xx” or enclosed within parentheses “(.xx)”, i.e. “-.01” or “(.01)”.
- Markup – All other prices will be construed as a positive number for the Markup.

The Markup or Discount Markup may include the Contractor's profit and any other costs the Contractor wishes to include. The Transaction Fee required by section 4.14 shall also be included in the Markup or Discount Markup. **Prices shall be per gallon for the Markup or Discount Markup.**

- 6.12 Allowable Charges:** The Contractor may assess the following charges on the invoice:
- Delivery charge as allowed as described in section 6.09.
 - Freight charges will apply on all Transport Deliveries. Charge will apply to Transport Delivery as defined in section 6.09 or to the actual gallons delivered.
 - Pump off charge for Transport Delivery, \$20.00. May be charged more than once if Transport Delivery truck is required to relocate to deliver to additional tanks. Maximum pump off charge, \$50.00 per Transport Delivery.
 - Excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery. Will be charged \$5.00 per 15 minute increment past the initial 30 minutes.
 - Back haul charge if Customer orders more than tanks can hold. Charge will vary per incident.
- 6.13 Invoicing and Payment:** The Contractor agrees to be paid upon submission of properly certified invoices to the Customer for Fuel purchased as defined in section 6.10 of this solicitation document. Invoices shall be submitted to the Customer for each delivery made. The Contractor shall submit invoices for Fuel in sufficient detail for a proper preaudit and postaudit thereof, pursuant to section 287.058 of the Florida Statutes. The Customer agrees that payments to the Contractor will be made in accordance with section 215.422 of the Florida Statutes, and chapter 55 of the Florida Statutes.
- 6.14 Maintenance:** The Customer shall maintain all tanks and dispensing equipment associated with their facility in good working order for the duration of the Contract.
- 6.15 Taxes:** Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the State and/or Customer is exempt. Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (850) 488-2900.
- 6.16 DTN FastRacks:** The Contractor and Customer may subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-779-5775, option 2. Ask for the State of Florida Contract subscription.
- 6.17 Fuel Permits:** The State and/or Customer will be responsible for all facility required permits pertaining to Fuel storage and handling in accordance with all local, state and federal laws.
- 6.18 Schedule and Damages:** The Contractor agrees to pay any and all actual damages in the event of a default by Contractor due to late completion of services. The Contractor shall reimburse the Customer for any and all reprourement costs incurred by the Customer due to Contractor's failure to deliver, as well any and all out-of-pocket expenses the Customer directly or indirectly incurs related to the late delivery and/or completion of the services.
- 6.19 Federal and State Standards:** It is the intent of the Department that all specifications herein are in full and complete compliance with all Federal and State of Florida laws and regulations applicable to the type and class of Commodity being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida requirements that apply to the type and class of Commodity being provided. In addition, any Federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding equipment safety or emissions shall immediately become a requirement of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Administrator immediately. **Delivery of non-conforming product shall be cause for Contract termination and possible Contractor suspension.**
- 6.20 Diesel and Gasoline Specifications:** The Contractors will provide gasoline, diesel and/or Biodiesel per the following specifications:

6.20.1 405-120-250-0600 Biodiesel Fuel, Blend Blend of biodiesel and a percentage percent ultra-low sulfur petroleum diesel, for use in over the road diesel engine, meeting the A.S.T.M specification D6751 for pure biodiesel shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. Certified under the [BQ9000](#) quality program. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery. The freight charge will apply to the difference in gallons, between the minimum gallons listed and the gallons actually delivered.

Freight charges will not be included in the Transport Delivery Markup.

6.20.2 4405-120-260-1030 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. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Freight charges will not be included in the Transport Delivery Markup.

6.20.3 405-120-270-0030 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. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Freight charges will not be included in the Transport Delivery Markup.

6.20.4 405-220-930-7800 Gasoline E10, Unleaded 87 Octane:, Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services. To be delivered as ordered via transport truck in full loads, minimum delivery 8,000 Gallons.

Freight charges will not be included in the Transport Delivery Markup.

SECTION 7.0
FORMS

CONTENTS:

7.1 SOLICITATION PREPARATION CHECKLIST

7.2 ORDERING INSTRUCTIONS

7.3 SAVINGS / PRICE REDUCTIONS

7.4 CONTRACT SIGNATURE PAGE

(PLEASE NOTE: THIS DOCUMENT IS PROVIDED FOR REFERENCE PURPOSES AND IS NOT REQUIRED TO BE SUBMITTED AS PART OF A SOLICITATION RESPONSE. HOWEVER, SHOULD THE DEPARTMENT DETERMINE TO MAKE AWARD, SUBMITTAL OF THIS DOCUMENT SHALL BE REQUIRED. ANY SUBMITTED ORIGINAL(S) SHALL BE MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES)

7.5 CERTIFICATION OF DRUG-FREE WORKPLACE

[The remainder of this page is intentionally left blank (other than footer information)]

7.1 Solicitation Preparation Checklist

The Solicitation Preparation Checklist is a guide to assist the Respondent in verifying the completeness of their response. The Solicitation Preparation Checklist does not relieve the Respondent of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Check off each of the following as you comply:

- _____ The Respondent has fulfilled all Sales Summary, Usage Fee, and Transaction Fee reporting and payment requirements as specified in the requirements, terms, and conditions of all previous or existing agreements with State of Florida agencies.
- _____ Download, read, and understand the entire solicitation, including all attachments (ITB No. 21-405-000-X; Bulk Fuel, Gasoline and Diesel: Sections 1.0 through 7.5 of the solicitation, and the MyFloridaMarketPlace RFX Info tab contents).
- _____ Reviewed the Timeline, Section 1.2 of the solicitation.
- _____ If necessary, reviewed the MyFloridaMarketPlace Sourcing Tool Online Training Guide and / or received assistance from the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.
- _____ Submitted any questions to the MyFloridaMarketPlace Q&A Board (no later than as specified in the Timeline, Section 1.2 of the solicitation).
- _____ Viewed answers to submitted questions as posted in any Addendum or Amendment to the solicitation on the MyFloridaMarketPlace Sourcing Tool and / or Vendor Bid System.
- _____ Responded and submitted ITB response in MyFloridaMarketPlace sourcing tool in accordance with Solicitation Timeline.
- _____ Provided answers to all required questions within the MyFloridaMarketPlace Sourcing Tool.
- _____ Submitted response using the MyFloridaMarketPlace Sourcing Tool.

David A. Bennett, MBA, CPPO, FCPM, FCCN, FCCM, PMP®
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399-0950

The Solicitation Preparation Checklist does not relieve the Respondent of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. See the complete requirements, specifications, terms, and conditions of the solicitation for details.

7.2 Ordering Instructions
Bulk Fuel, Gasoline and Diesel
ITB No. 21-405-000-X

VENDOR NAME: _____

VENDOR TAX ID NUMBER: _____

Ordering Information:

Please provide the following information about where Customers should direct orders. You **must** provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Name: _____

Title: _____

Street Address or P.O. Box: _____

City, State, Zip: _____

Email Address: _____

Phone Number: _____

Toll Free Number: _____

Ordering Fax Number: _____

Internet Address: _____

Federal ID Number: _____

Remit Address: _____

City, State, Zip: _____

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Fax Number: _____

Please identify the person who will be responsible for maintaining your electronic catalog information through MyFloridaMarketPlace.

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Fax Number: _____

Please be advised that vendors are responsible for verifying and maintaining the correct contact and address information within their MyFloridaMarketPlace vendor registration account. Failure to do so may result in the vendor being deemed ineligible to conduct business with the State of Florida.

7.3 Savings/Price Reductions
Bulk Fuel, Gasoline and Diesel
ITB No. 21-405-000-X

DATE _____

The Respondent is **required** to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

COMPETITIVE PRICES OFFERED PROVIDE THE FOLLOWING PERCENTAGE OF SAVINGS:

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [URL], or other source of benchmark prices)?

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

BIDDER/RESPONDENT NAME: _____

IF CONTRACT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST/SPECIALIST: _____

PUR 7064 (Rev 2/04)

7.4 CONTRACT

Bulk Fuel, Gasoline and Diesel ITB No. 21-405-000-X

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Bid No. 21-405-000-X, Bulk Fuel, Gasoline and Diesel. The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific products awarded to Contractor, and the maximum rates Contractor may charge Eligible Customers, are identified on the attached Price Sheets.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract begins on the Effective Date, with the initial contract term ending June 30, 2014. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, including Price Sheets
- Technical Specifications
- Special Conditions
- General Contract Conditions (PUR 1000)
- Special Instructions to Respondents
- General Instruction to Respondents (PUR 1001)
- Any Purchase Order under the Contract
- Contractor's bid

State of Florida, Date

Department of Management Services
By: Linda H. South, Secretary

Contractor Name: _____
Street Address or P.O. Box: _____
City, State, Zip: _____

(Seal)

By: Date
Its:

7.5 CERTIFICATION OF DRUG-FREE WORKPLACE

**Bulk Fuel, Gasoline and Diesel
ITB No. 21-405-000-X**

Section 287.087 of the Florida Statutes provides that, where identical tie offers are received, one preference shall be given to an offer received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

- 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 counseling, 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 contractual services that are under the solicitation a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the solicitation, 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 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME: _____

By: _____
Authorized Signature Print Name and Title

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: American Homegrown Fuel Corporation (A)
Organization FEID Number: 06-1711629
MFMP / SPURS Vendor Number: 06-1711629-001
Street Address: 13852 Waterchase Way
City, State, and Zip: Jacksonville, FL 32224-0806
E-mail Address: john@fcbio.com
Internet Address: <http://www.fcbio.com>
Telephone Number: 904-525-3835
Toll-Free Number: n/a
Fax Number: 309-415-9093

Remit Address:

Organization Name: American Homegrown Fuel Corporation
Remit-To Street Address: 13852 Waterchase Way
Remit-To City, State, Zip: Jacksonville, FL 32224-0806

Contract Administrator:

Name: John Magwood
Title: President
Street Address: 13852 Waterchase Way
City, State, and Zip: Jacksonville, FL 32224-0806
E-Mail Address: john@fcbio.com
Telephone Number: 904-525-3835
Toll-Free Number: n/a
Cell Phone Number (Optional): n/a
Fax Number: 309-415-9093

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Eli Roberts and Sons, Inc (A)
Organization FEID Number: 59-3232755
MFMP / SPURS Vendor Number: 59-3232755-001
Name: Elaine Lawrence
Title: Dispatcher
Street Address: 2195 Lake Bradford Road
City, State, and Zip: Tallahassee, Florida 32310
E-mail Address: elaine@eliroberts.com
Internet Address: n/a
Telephone Number: 850-576-3145
Toll-Free Number: n/a
Fax Number: 850-574-3788

Remit Address:

Organization Name: Eli Roberts and Sons, Inc
Remit-To Street Address: 2195 Lake Bradford Road
Remit-To City, State, Zip: Tallahassee, Florida 32310

Contract Administrator:

Name: Fonda Neel
Title: Account Manager
Street Address: 2195 Lake Bradford Road
City, State, and Zip: Tallahassee, Florida 32310
E-Mail Address: fonda@eliroberts.com
Telephone Number: 850-576-3145
Toll-Free Number: n/a
Cell Phone Number (Optional): n/a
Fax Number: 850-574-3788

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: _____ G. W. Hunter, Inc. (A) _____
Organization FEID Number: _____ 59-1615975 _____
MFMP / SPURS Vendor Number: _____ 59-1615975-001 _____
Name: _____ Terry L. Hunter _____
Title: _____ President _____
Street Address: _____ PO Box 958 _____
City, State, and Zip: _____ Lake City, FL 32056 _____
E-mail Address: _____ tlhunter@gwhunterinc.com _____
Internet Address: _____ n/a _____
Telephone Number: _____ 386-752-5890 _____
Toll-Free Number: _____ n/a _____
Fax Number: _____ 386-755-5510 _____

Remit Address:

Organization Name: _____ G. W. Hunter, Inc. _____
Remit-To Street Address: _____ PO Box 958 _____
Remit-To City, State, Zip: _____ Lake City, FL 32056 _____

Contract Administrator:

Name: _____ Terry L. Hunter _____
Title: _____ President _____
Street Address: _____ PO Box 958 _____
City, State, and Zip: _____ Lake City, FL 32056 _____
E-Mail Address: _____ tlhunter@gwhunterinc.com _____
Telephone Number: _____ 386-752-5890 _____
Toll-Free Number: _____ n/a _____
Fax Number: _____ 386-755-5510 _____

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Jim Hinton Oil Co., Inc. (A)
Organization FEID Number: 59-1275843
MFMP / SPURS Vendor Number: 59-1275843-011
Name: Bill Bozeman
Title: Operations Manager
Street Address: 204 North East Haines St.
Street Address: P O Box 39
City, State, and Zip: Live Oak, FL 32064
E-mail Address: bbozeman@hintonoil.com
Internet Address: n/a
Telephone Number: 386-362-2935
Toll-Free Number: 800-361-2935
Fax Number: 386-362-5961

Remit Address:

Organization Name: Jim Hinton Oil Co., Inc.
Remit-To Street Address: 204 North East Haines St
Remit-To City, State, Zip: Live Oak, FL 32064

Contract Administrator:

Name: Garry Vann
Title: Sales Manager
Street Address: 204 North East Haines St
City, State, and Zip: Live Oak, FL 32064
E-Mail Address: gvann@hintonoil.com
Telephone Number: 386-590-6231
Toll-Free Number: 800-361-2935
Fax Number: 386-362-5961

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: J.V. Gander Distributors, Inc. (A)
Organization FEID Number: 59-1986161
MFMP / SPURS Vendor Number: 59-1986161-004
Name: Jim Gander
Title: Vice President
Street Address: 319 Water Street
P. O. Box Address: P. O. Box 70
City, State, and Zip: Apalachicola, FL 32320
E-mail Address: jim@jvgander.com
Internet Address: <http://www.jvgander.com>
Toll-Free Number: 866-653-8889
Telephone Number: 850-653-8880
Fax Number: 850-653-9818

Remit Address:

Organization Name: J.V. Gander Distributors, Inc.
Remit-To Street Address: P. O. Box 70
Remit-To City, State, Zip: Apalachicola, FL 32320

Contract Administrator:

Name: Jim Gander
Title: Vice President
Street Address: 319 Water Street
P. O. Box Address: P. O. Box 70
City, State, and Zip: Apalachicola, FL 32320
E-Mail Address: jim@jvgander.com
Toll-Free Number: 866-653-8889
Telephone Number: 850-653-8880
Fax Number: 850-653-9818

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: _____ L.V. Hiers, Inc. (A) _____
Organization FEID Number: _____ 59-2011260 _____
MFMP / SPURS Vendor Number: _____ 59-2011260-001 _____
Name: _____ Andy Stone _____
Title: _____ Vice President _____
Street Address: _____ 253 East Florida Avenue _____
P. O. Box Address: _____ P. O. Box 1229 _____
City, State, and Zip: _____ Macclenny, FL 32063 _____
E-mail Address: _____ astone@lvhiers.com _____
Internet Address: _____ <http://www.lvhiers.com/> _____
Telephone Number: _____ 904-259-2314 _____
Toll-Free Number: _____ n/a _____
Fax Number: _____ 904-259-4518 _____

Remit Address:

Organization Name: _____ L.V. Hiers, Inc. _____
Remit-To Street Address: _____ P. O. Box 1229 _____
Remit-To City, State, Zip: _____ Macclenny, FL 32063 _____

Contract Administrator:

Name: _____ Andy Stone _____
Title: _____ Vice President _____
Street Address: _____ 253 East Florida Avenue _____
P. O. Box Address: _____ P. O. Box 1229 _____
City, State, and Zip: _____ Macclenny, FL 32063 _____
E-mail Address: _____ astone@lvhiers.com _____
Telephone Number: _____ 904-259-2314 _____
Fax Number: _____ 904-259-4518 _____

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Macmillan Oil Company of Florida, Inc. (O)
Organization FEID Number: 59-0648243
MFMP / SPURS Vendor Number: 59-0648243-001
Name: Eduardo Rodriguez
Title: General Sales Manager
Street Address: 2955 East 11th Avenue
City, State, and Zip: Hialeah, FL 33013
E-mail Address: eduardo@macmillanoil.net
Internet Address: n/a
Telephone Number: 305-283-8580
Toll-Free Number: n/a
Fax Number: 305-691-7817

Remit Address:

Organization Name: Macmillan Oil Company of Florida, Inc.
Remit-To Street Address: 2955 East 11th Avenue
Remit-To City, State, Zip: Hialeah, FL 33013

Contract Administrator:

Name: Eduardo Rodriguez
Title: General Sales Manager
Street Address: 2955 East 11th Avenue
City, State, and Zip: Hialeah, FL 33013
E-mail Address: eduardo@macmillanoil.net
Telephone Number: 305-283-8580
Fax Number: 305-691-7817

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Mansfield Oil Company (A)
Organization FEID Number: 58-1091383
MFMP / SPURS Vendor Number: 58-1091383-001
Name: Bill Hammond
Title: Customer Service Supervisor
Street Address: 1025 Airport Parkway, S.W.
City, State, and Zip: Gainesville, Georgia 30501
E-mail Address: BHammond@MansfieldOil.com
Internet Address: www.mansfieldoil.com
Toll-Free Number: 800-255-6699 ext. 2082
Telephone Number: 678-450-2135
Fax Number: 800-283-3835

Remit Address:

Organization Name: Mansfield Oil Company
Remit-To Street Address: P. O. Box 934067
Remit-To City, State, Zip: Atlanta, GA 30501

Contract Administrator:

Name: Ginger McDaniel
Title: Government Sales Analyst
Street Address: 1025 Airport Parkway, S.W.
City, State, and Zip: Gainesville, Georgia 30501
E-Mail Address: GMcDaniel@MansfieldOil.com
Toll-Free Number: 800-255-6699 ext. 2135
Telephone Number: 678-450-2135
Fax Number: 678-450-2280

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Petroleum Traders Corporation
Organization FEID Number: 35-1462227
MFMP / SPURS Vendor Number: 35-1462227-001
Name: Gayle Newton & Contract Sales Staff
Title: Contract Sales Manager
Street Address: 7120 Pointe Inverness Way
City, State, and Zip: Fort Wayne, IN 46804-7928
E-mail Address: gnewton@petroleumtraders.com
Internet Address: www.petroleumtraders.com
Toll-Free Number: 800-348-3705 x1002
Telephone Number: 260-432-6622 x1002
Fax Number: 260-207-6347

Remit Address:

Organization Name: Petroleum Traders Corporation
Remit-To Street Address: 7120 Pointe Inverness Way
Remit-To City, State, Zip: Fort Wayne, IN 46804-7928

Contract Administrator:

Name: Gayle Newton
Title: Contract Sales Manager
Street Address: 7120 Pointe Inverness Way
City, State, and Zip: Fort Wayne, IN 46804-7928
E-mail Address: gnewton@petroleumtraders.com
Toll-Free Number: 800-348-3705 x1002
Telephone Number: 260-432-6622 x1002
Fax Number: 260-207-6347

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Port Consolidated Corporation (A)
Organization FEID Number: 59-1173292
MFMP / SPURS Vendor Number: 59-1173292-001
Name: Fay Francisco
Title: Customer Service
Street Address: 3141 SE 14th Ave.
P. O. Box Address: P. O. Box 350430
City, State, and Zip: Fort Lauderdale, FL 33335-0430
E-mail Address: ffrancisco@portconsolidated.com
Internet Address: <http://www.portconsolidated.com>
Toll-Free Number: 800-683-5823
Telephone Number: 954-522-1182
Fax Number: 954-527-1191

Remit Address:

Organization Name: Port Consolidated Corporation
Remit-To Street Address: P. O. Box 350430
Remit-To City, State, Zip: Fort Lauderdale, FL 33335-0430

Contract Administrator:

Name: Don Carlton
Title: Vice -President
Street Address: 3141 SE 14th Ave.
City, State, and Zip: Fort Lauderdale, FL 33316
E-Mail Address: dcarlton@portconsolidated.com
Toll-Free Number: 800-683-5823
Telephone Number: 954-522-1182
Fax Number: 954-527-1191

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: SMF Energy Corporation
Organization FEID Number: 65-0707824
MFMP / SPURS Vendor Number: 65-0707824-002
Name: James Almeida or Melanie Marauszwski
Title: Inside Sales
Street Address: 200 West Cypress Creek Road, Suite 400
City, State, and Zip: Fort Lauderdale, Florida 33309
E-mail Address: jalmeida@mobilefueling.com or mmarauszwski@mobilefueling.com
Internet Address: www.mobilefueling.com
Toll-Free Number: 800-383-5734
Telephone Number: 954-308-4198
Fax Number: 954-308-4221

Remit Address:

Organization Name: SMF Energy Corporation
Remit-To Address: P. O. Box 932640
Remit-To City, State, Zip: Atlanta, GA 31193-2640

Contract Administrator:

Name: Steve Leavitt
Title: Vice-President of Marketing and Sales
Street Address: 200 West Cypress Creek Road, Suite 400
City, State, and Zip: Fort Lauderdale, Florida 33309
E-Mail Address: sleavitt@mobilefueling.com
Telephone Number: 954-308-4183/954-308-4200
Fax Number: 954-308-4219

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: _____ Terrell Industries Inc. (A) _____
Organization FEID Number: _____ 65-0530148 _____
MFMP / SPURS Vendor Number: _____ 65-0530148-001 _____
Name: _____ Grady Terrell, III _____
Title: _____ President _____
Street Address: _____ 2067 1st Avenue North _____
City, State, and Zip: _____ St. Petersburg, FL 33713 _____
E-mail Address: _____ gterrell@verizon.net _____
Internet Address: _____ <http://terrellindustries.com/> _____
Toll-Free Number: _____ n/a _____
Telephone Number: _____ 727-823-4424 _____
Fax Number: _____ 727-823-3977 _____

Remit Address:

Organization Name: _____ Terrell Industries Inc. _____
Remit-To Street Address: _____ 2067 1st Avenue North _____
Remit-To City, State, Zip: _____ St. Petersburg, FL 33713 _____

Contract Administrator:

Name: _____ Grady Terrell, III _____
Title: _____ President _____
Street Address: _____ 2067 1st Avenue North _____
City, State, and Zip: _____ St. Petersburg, FL 33713 _____
E-mail Address: _____ gterrell@verizon.net _____
Telephone Number: _____ 727-823-4424 _____
Fax Number: _____ 727-823-3977 _____