



City of Lake Worth
FINANCE DEPARTMENT

INVITATION FOR BID

IFB # 15-102

**PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL
(RE-BID)**



Where the Tropics Begin



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL

Bid Submission Deadline

Day/ Date: February 5, 2015
Time: 2:00PM
Location: Finance Office
7 North Dixie Highway – 2nd Floor
Lake Worth, FL 33460



FINANCE OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

INVITATION FOR BID
IFB # 15-102

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL

The City of Lake Worth is soliciting bids to secure and establish a Term Contract for the Purchase and Delivery of Unleaded and Diesel Fuels. Deliveries are to be FOB destination as per Purchase Order and shall include any and all costs incurred in the performance of work specified herein.

DELIVERY: The successful bidder shall ensure that fuels are delivered to the City's fuel site in compliance with all applicable federal, state and local environmental regulations including OSHA and NFPA standards.

The fuel delivery driver shall manually gauge all City tanks prior to unloading fuels to ensure adequate tank capacity. All fuel tanker drivers shall be trained in proper delivery and spill response procedures. All delivery tanker trucks shall be equipped with adequate spill response materials.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **2:00PM on Thursday, February 5, 2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # 15-102. Small Business participation is strongly encouraged.



Hirut Darge, Purchasing Agent

PUBLISH: West Palm Beach Post
January 11, 2015

SECTION 2 – SPECIAL TERMS

DELIVERY: The successful bidder shall ensure that fuels are delivered to the City’s fuel site in compliance with all applicable federal, state and local environmental regulations including OSHA and NFPA standards.

The fuel delivery driver shall manually gauge all City tanks prior to unloading fuels to ensure adequate tank capacity. All fuel tanker drivers shall be trained in proper delivery and spill response procedures. All delivery tanker trucks shall be equipped with adequate spill response materials.

DELIVERY INFORMATION

1st Choice Delivery Hours: Between 8am – 11am

2nd Choice Delivery Hours: Between 12pm – 4pm

Delivery Location: Fleet Maintenance Garage
1749 3rd Avenue South
Lake Worth, FL 33460

FAILURE TO DELIVER: Failure to deliver as specified at and/or bid price will authorize the City of Lake Worth to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements may be charged the additional cost. Further, the Finance Department may recommend that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three (3) years.

TERM OF CONTRACT: The term of this contract shall be for two (2) years from the date of award, and may be renewable for three (3) additional one year periods by mutual agreement between the City and awardee. If considering renewal, the City’ Finance Department will request a letter of intent to renew from the awardee prior to the end of current contract period. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Finance Department when the recommendation has been acted upon. The City reserves the right to purchase fuel from other approved sources.

AWARD: The City reserves the right to award the contract in whole (“all or nothing”) or by line item (“split award”). Contract(s) shall be awarded to one or more company(s), which must be capable of supplying the items noted on the Bid Form in a timely manner.

PRICING: The City’s purchase price for gasoline and diesel fuels will be calculated based on the following criteria:

- a) The published daily average wholesale (Rack) price from Oil Price Information Service (OPIS) report of Miami, Florida.
- b) Plus all applicable taxes
 - i. During the term of the contract any changes in the mandated tax amounts must be communicated to the finance department with documented evidence substantiating the tax change prior to any inclusion on any invoices
 - ii. The City will only pay the current tax amount until notified of any changes
 - iii. Per Florida Statute 206.23, any person engaged in selling motor fuel shall add the amount of the fuel tax to the price of the motor fuel sold by him or her and shall state the tax separately from the price of the motor fuel on all invoices.

c) Plus or minus a firm fixed discount

- i. The successful bidder shall calculate all other applicable fees, overhead, and profit in their plus or minus firm fixed dollar amount. Any tax incentives realized by the awarded vendor must be passed along to the City
- ii. Price will be in effect on the published date of the OPIS of Miami, Florida through the next published date. The successful bidder shall include with the submission of an invoice to the transportation department, documentation which substantiates the daily average wholesale (Rack) price for Unleaded and Diesel fuel from the OPIS report of Miami, Florida. OPIS prices, the fixed price increment and all applicable taxes must be shown on all invoices.

The City is exempt from Federal Excise Taxes on unleaded and diesel fuel. The successful bidders shall exclude applicable taxes that the City is exempt from prior to issuing any invoices. A Federal Excise Tax Exemption Certificate shall be furnished to the vendor upon request.

INSURANCE: Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured".

AREA REPRESENTATIVE: Bidder should indicate in space provided in the Bid document the name, address, phone number and email address of the vendor representatives who will make periodic scheduled visits to the City and will be available, upon request, to resolve billing and delivery problems.

STORAGE CAPACITY: The City's current storage capacity are listed below. The City also has emergency generators located at the 1900 2nd Ave North complex, PBC Sheriff's office (120 North G Street, 33460) and City Hall (7 North Dixie Highway, 33460), which require fueling when requested by an authorized representative. The City, at its option, may add or delete locations as deemed necessary. All specifications and requirements of this bid will apply to additional or deleted sites.

1. 10,000 Gallon Unleaded gasoline below ground tanks = 1
2. 10,000 Gallon diesel fuel below ground tank = 1

ESTIMATED CONSUMPTION: Fiscal Year 2013, the City purchased approximately 72,062 gallons of unleaded gasoline and 98,428 gallons of diesel fuel. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by an authorized representative within the City.

SPILL PREVENTION: The successful bidder shall have an established, on-going, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Bidders shall submit details of this plan with their bid or within five (5) days of request. In the event of a fuel spill, the driver/company shall immediately notify the City's Public Services Department at 561-586-1720 or 561-586-1695 after normal working hours. The driver/company shall proceed with cleanup of spilled fuel immediately in compliance with all applicable federal, state, and local environmental regulations. The successful bidders shall be solely responsible for all costs incurred during fuel spill cleanup, including any continuing investigations and/or site remediation that may be required by environmental regulations.

MATERIAL SAFETY DATA SHEET: As per Florida Statutes, Chapter 442, Material Safety Data Sheets are required for materials ordered in this bid. Bidder must supply MSDS's within five days of request. All MSDS must conform to current OSHA format.

END OF SECTION 2 – SPECIAL TERMS

SECTION 3 – MINIMUM QUALIFICATIONS

QUALIFICATIONS: The bidder shall have maintained continual work experience in the delivery of unleaded and diesel fuels for a period of three years prior to the bid date. Bidder must submit written documentation with bid or within three days of request, substantiating experience requirement. Any of the following documents will be acceptable:

1. Copies of state or county licenses showing date business was opened
2. Copy of incorporation papers showing date of opening
3. A notarized statement affirming the opening date of the business
4. A notarized statement affirming previous years of experience of the principals of the firm.

The bidder shall have a place of business for contact by City staff during normal working days.

END OF SECTION 3 – MINIMUM QUALIFICATIONS

SECTION 4 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **The one (1) original and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Finance Office – 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Finance Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bid
- B3 Schedule of bid items
- B4 Schedule of Subcontractors
- B5 Vendor Verification
- B6 List of References
- B7 Affidavit of Prime Bidder Re Non-Collusions
- B8 Drug Free Certification

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

9. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on- line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders

are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

10. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.

11. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Finance Office
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: hdarge@lakeworth.org
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

13. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains

additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

14. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the “best value” to the City using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

15. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Finance Office.

16. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next “best value” bidder based on the bid tabulation and to contract with said bidder.

17. PROCUREMENT CODE. The City’s Procurement Code, sections 2-111 to 2-119 of the City’s Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

18. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

19. PROTEST PROCEDURE. *Please see section 2-115 of the City’s Procurement Code for the procedure.*

20. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Finance Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City’s) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

21. SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City’s Procurement Code shall govern the application of a small business and/or local business preference for this IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder’s bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected.

22. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

23. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk.

Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

24. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

BID PACKAGE COVER SHEET

IFB # 15-102

PROJECT TITLE: PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUELS

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Schedule of Sub-contractors (B4) - If none, mark "none".
- _____ 5. Vendor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. List of References (B6)
- _____ 7. Affidavit of Prime Bidder Re Non-collusion (B7)
- _____ 8. Drug Free Certification (B8)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL

BID

IFB # 15-102

Proposal of: _____
(Bidder Name)

By signing the foregoing, the Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Small Business participation goal for this project is 15%.
9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name

Address

10. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name

Address

11. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder: _____

HQ Address: _____ ST _____ Zip _____

Phone: (_____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B3)

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL

IFB# 15-102

SCHEDULE OF BID ITEMS

In accordance with the scope of work and specifications noted in this IFB document, following are the fixed prices to provide all required services.

Item #	COMMODITY DESCRIPTION	DELIVERY DAYS ARO	SPECIFY BRAND	SPECIFY REFINERY	*DAILY OPIS 10:00 AM PRICE	UNIT PRICE QUOTES** SPECIFY EITHER (+) MARKUP OR (-) DISCOUNT METERED DELIVERIES
1.	Regular Unleaded 87.0 Tankwagon (under 5,000 gallons)				\$0.00	(+) \$ _____ or (-) \$ _____
2.	Regular Unleaded 87.0 Tankwagon (over 5,000 gallons)				\$0.00	(+) \$ _____ or (-) \$ _____
3.	MedGrade Unleaded 89.0 Tankwagon (under 5,000 gallons)				\$0.00	(+) \$ _____ or (-) \$ _____
4.	MedGrade Unleaded 89.0 Tankwagon (over 5,000 gallons)				\$0.00	(+) \$ _____ or (-) \$ _____
5.	Diesel #2, Low Sulfur Tankwagon (under 5,000 gallons)				\$0.00	(+) \$ _____ or (-) \$ _____
6.	Diesel #2, Low Sulfur Tankwagon (over 5,000 gallons)				\$0.00	(+) \$ _____ or (-) \$ _____
7.	Diesel #2, High Sulfur Tankwagon (under 5,000 gallons)				\$0.00	(+) \$ _____ or (-) \$ _____

***OPIS prices as of February 5, 2015, and are being used for bid evaluation purposes only.**

****Bidder shall calculate all markup or discount amounts to the fourth decimal.**

Name of Bidder: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ **Date:** _____

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL

IFB # 15-102

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1. _____ (company name) _____ (type of work) \$ _____

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

2. _____ (company name) _____ (type of work) \$ _____

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

3. _____ (company name) _____ (type of work) \$ _____

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL

IFB # 15-102

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – *May be obtained from City Construction Services*)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL

IFB # 15-102

LIST OF REFERENCES

1. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL
IFB# 15-102

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.
_____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

This ____ day of _____, 2014 by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

Notary Public

PURCHASE AND DELIVERY OF UNLEADED AND DIESEL FUEL

IFB# 15-102

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, 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.

Bidders Authorized Signature

Print Name: _____

Date