

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA JUNIOR COLLEGE, FLORIDA
1000 COLLEGE BOULEVARD
PENSACOLA, FL 32504-8998

May 2, 2006

BID NO. 21, 2005/2006

INVITATION TO BID (ITB) ON GASOLINE AND DIESEL FUEL
FOR
PENSACOLA JUNIOR COLLEGE

The District Board of Trustees of Pensacola Junior College, Florida hereby extends an Invitation To Bid (ITB) on Gasoline and Diesel Fuel for Pensacola Junior College, as specified in this bid request.

All terms and conditions included hereafter are part of this bid request. Any bid failing to comply with all of these terms and conditions may not be accepted. Rights are reserved to reject any and all bids and to waive any and all technicalities.

Directions for submitting bids include the following:

1. **All bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services, and be received in the Purchasing and Auxiliary Services Office, Pensacola Junior College, Building 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998, or delivered to the bid opening site, not later than 11:00 A.M., local time, Tuesday, May 16, 2006 and shall be clearly marked "SEALED ITB NO. 21-2005/2006 – Gasoline and Diesel Fuel for Pensacola Junior College. Due to the requirement of sealed bidding, facsimile bids will not be acceptable as valid bid responses. All bids shall be submitted on the bid form, herein included, and shall be properly signed by an authorized representative of the firm or entity submitting the bid, with delivery or completion date clearly indicated, in order to be considered. Attach all amplifying instructions and documents to this bid form. In the event that you are unable to submit a bid, written notification should be submitted to the Purchasing and Auxiliary Services Office in order for your firm's name to remain on the mailing list.**

An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **Thursday, May 18, 2006, at 9:00 A.M.** in the Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Bid tabulations and award recommendations will be posted in the Purchasing Department, Pensacola Junior College. Posting normally occurs within 10 days of bid opening date.

2. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
3. Any person(s) requiring reasonable accommodations, in accordance with the provisions of the American With Disabilities Act for attendance at the scheduled bid opening shall contact the Office of the Director of Purchasing and Auxiliary Services, at least seventy-two (72) hours in advance of the scheduled bid opening deadline as indicated on Page 1, herein.
4. Price, quality, specifications and time of guaranteed delivery will be the determining factors in the award of the bid.
5. All prices shall be firm until order is placed, unless otherwise specified herein or indicated by bidder.
6. **All bid prices shall be FOB Pensacola Junior College, 1000 College Boulevard, Pensacola, FL, 32504-8998.**
7. Failure to file a protest within the time prescribed in F.S. 120.57(3), or failure to post the bond or other security as required by F.S. 287.042(2)(c) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. All protests must be delivered to the Director of Purchasing & Auxiliary Services, Pensacola Junior College, 1000 College Blvd., Pensacola, FL. 32504 within the time prescribed in Chapter 120, Florida Statutes to be considered valid.
8. Unless otherwise indicated herein, when manufacturer's names, trade names, and/or catalog numbers are listed in a specification, they are provided for information and are not intended to limit competition. The bidder may offer any brand for which he/she is an authorized representative which meets or exceeds the specification(s) for any item(s). If equivalent products are offered, the manufacturer's name and model number shall be clearly indicated on the bid form. Any item(s) offered as equivalent to that which is specified must be equivalent in quality of materials, workmanship, and effect and shall be corresponding in function and performance. Descriptive literature and/or complete specifications shall be included for any item(s) offered as approved equivalent(s). Bids lacking any written indication of intent to bid an alternate product or brand will be considered to be in complete compliance with the specifications of the bid form. Pensacola Junior College shall retain the right to determine the acceptability of any item(s) offered as equivalent to any item(s) specified.
9. In the event of an error in extending the total cost of any item, the unit price submitted will prevail.

10. **With the consent and agreement of the successful bidder(s)** purchases may be made under this ITB by other community colleges, state universities, district school boards and by other educational institutions within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A14.0734(2) (c). If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from the date of award. Bidders shall note exceptions to the above paragraph, if any.
11. Bids may be awarded or rejected, item-by-item, in sub-group(s) or in whole, at the discretion of Pensacola Junior College.
12. Any award on the basis of this bid will be contingent upon approval by The District Board of Trustees of Pensacola Junior College, Florida, and the terms of the contract to be negotiated with the successful bidder.
13. The successful bidder will be responsible for maintaining the following insurance, insuring the contractor, with the District Board of Trustees, Pensacola Junior College, named as additional insured, against all claims for damages because of bodily injury or death, and because of injury to or destruction of tangible property:
 - (a) Workmen's compensation insurance as required by FS 440 covering the successful firm's employees;
 - (b) General public liability insurance against bodily injury, personal injury, and property damage, in limits of not less than \$1,000,000.00 each occurrence; and \$2,000,000.00 general aggregate;
 - (c) Automotive liability for all owned, hired & non-owned autos against bodily injury and property damage, in the amount not less than \$1,000,000.00 Combined Single Limit (each accident);
 - (d) Certificates evidencing that all of the above listed insurance(s) are in force and that the District Board of Trustees, Pensacola Junior College is listed as additional insured. All policies should have the Best Rating of A X or better. Failure to maintain the required insurance may result in termination of the contract at the Certificate Holder's option.

We look forward to your participation in submitting a proposal for consideration. Any questions or concerns should be addressed to the Director, Purchasing and Auxiliary Services at (850) 484-1794.

Angie C. Jones
Director of Purchasing
and Auxiliary Services

Bids are hereby requested for gasoline and diesel fuel, for Pensacola Junior College, for the fiscal period July 1, 2006 through June 30, 2007. Interested bidders shall submit bids based on the following general requirements:

SPECIFICATIONS

1. Posted Terminal Prices shall be clearly indicated, listing the prices charged to the vendor by the distributor. Verification of the Posted Terminal Prices shall be submitted by the bidder, from an independent organization such as the Oil Price Information Service (OPIS). The successful bidder shall supply verification of the Posted Terminal Prices from an independent organization such as OPIS, with each invoice submitted.
2. In addition to the Posted Terminal Prices, each bidder shall clearly indicate the commission rate or handling charge, on a per gallon basis.
3. Pensacola Junior College shall reserve the right to use the "Spot Price Market" during any economic conditions in which such practice would serve the best interest of the College.
4. With the exception of Federal Tax (from which the College is exempt), all taxes for which the College will be invoiced shall be clearly stated on the basis of the per gallon rate. Taxes shall be indicated separately, on any invoice from the successful bidder.
5. Minimum Octane Level of 87 shall be required for unleaded gasoline. The College estimates an average annual requirement of approximately 20,000 gallons of unleaded gasoline, for the fiscal year ending June 30, 2007. However, such estimate will not in any manner be binding to Pensacola Junior College.
6. Diesel Fuel offered shall be No. 2 Diesel Fuel. The College estimates an average annual requirement of approximately 4,600 gallons of diesel fuel, for the fiscal year ending June 30, 2007. However, such estimate will not in any manner be binding to Pensacola Junior College.
7. Prices shall include delivery, F. O. B. Pensacola Junior College, Freight Prepaid and Allowed to any of the following Pensacola Junior College Campus Locations, within the Maintenance Complexes:
 - (a) Pensacola Junior College
Pensacola Campus
1000 College Boulevard
Pensacola, FL 32504-8998
 - (b) Pensacola Junior College
Warrington Campus
5555 West Highway 98
Pensacola, FL 32507-1097
 - (c) Pensacola Junior College
Milton Campus
5988 Highway 90
Milton, FL 32583-1798

8. The College shall reserve the right to have any purchased product tested, at the discretion of the College. In the event that any product purchased, as a result of this bid, should fail to conform to specifications, the supplier will be required to remove such product at the supplier's expense. Such circumstances may result in cancellation of any remaining contractual or purchase order period and the removal of such supplier from the College bid list.
9. **Standard Deliveries of Gasoline:** Deliveries of a standard volume of gasoline, to be determined by the College, shall be required biweekly, on Tuesday's, during the period covered by any order issued resultant hereof. Delivery shall be completed by 2:00 P.M. on the delivery date, to allow completion of paper work before the Transportation Department of Pensacola Junior College closes at 2:30 P.M. Exceptions to the standard schedule and/or volume may be required, provided that advance notice of two (2) working days shall be given by the College. Holidays occurring on Tuesday or covering extended periods may result in slight alterations of the standard biweekly delivery schedule.
10. **Deliveries of Diesel Fuel:** Deliveries of diesel fuel shall be provided on an as needed basis, at the discretion of the College, with maximum advance notice required of two (2) working days. Delivery shall be completed by 2:00 P.M. on the delivery date, to allow completion of paper work before the Transportation Department of Pensacola Junior College closes at 2:30 P.M.
11. For Diesel Fuel orders and for revised Gasoline delivery schedules, the amount of time required for delivery, after receipt of order, shall be clearly indicated in the space provided on Page 7 of 9, herein. Delivery shall be completed by 2:00 P.M. on the delivery date, to allow completion of paper work before the Transportation Department of Pensacola Junior College closes at 2:30 P.M.
12. **Any award, on the basis of this bid, will be contingent upon purchase approval by the District Board of Trustees, Pensacola Junior College.**
13. **MSDS:** Regulations require that we inform and train each of our employees who handle toxic chemicals on the nature and effects of these products present in the workplace. Therefore, it is requested that a statement indicating that the product bid contains no toxic substance, or if the product bid contains toxic substance furnish with bid documents a copy of "Material Safety Data Sheet" (MSDS). Include a statement of chemical contents and safety data necessary for safe handling, use and emergency treatment instruction of persons exposed to such toxic chemicals, if such information is not contained in the MSDS.
14. **Metered Vehicles:** Vendor is required to have meters on all delivery trucks including loads as large as 10,000 gallons to measure delivery amounts. Vendor shall not leave any such metering device or other equipment on or at any Fuel Site.
15. **Spillage:** Any spillage that occurs during delivery **must** be reported to the Transportation Supervisor (484-1907) or the Director of Physical Plant (484-1903) **immediately**. Company will assume all cost involved in cleanup, during refueling, if due to fault of company.

| <u>ITEM</u> | <u>ESTIMATED QTY./UNIT</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> |
|-------------|--|---|-------------------------|
| 1 | *Approx- imately 20,000 Gallons | Gasoline, Unleaded - Minimum 87 Octane | |
| | | (a) Posted Terminal Price Per Gallon | _____ |
| | | (b) Commission or Handling Charge Per Gallon | _____ |
| | | (c) Taxes Per Gallon | |
| | | (1) Florida Fuel Tax | _____ |
| | | (2) Florida Pollution Tax | _____ |
| | | (3) Escambia County Local Option Tax | _____ |
| | | (4) Florida Inspection Tax | _____ |
| | | (5) State Comprehensive Enhanced Transportation System Tax | _____ |
| | | (6) Oil Spill Liability Trust Fund Tax | _____ |
| | | (7) Leaking Underground Storage Tank Trust Fund | _____ |
| | | (d) Octane Rating | _____ |
| | | | (Rating not Unit Price) |

*Quantity is estimate only and will not in any manner be binding to Pensacola Junior College.

| <u>ITEM</u> | <u>ESTIMATED QTY./UNIT</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> |
|-------------|------------------------------------|---|-------------------|
| 2 | *Approximately 4,600 Gallons | No. 2 Diesel Fuel | |
| | | (a) Posted Terminal Price per Gallon | _____ |
| | | (b) Commission or Handling Charge Per Gallon | _____ |
| | | (c) Taxes Per Gallon | |
| | | (1) Florida Fuel Tax | _____ |
| | | (2) Florida Pollution Tax | _____ |
| | | (3) Escambia County Local Option Tax | _____ |
| | | (4) State Comprehensive Enhanced Transportation System Tax | _____ |
| | | (5) Oil Spill Liability Trust Fund Tax | _____ |
| | | (6) Leaking Underground Storage Tank Trust Fund | _____ |

Delivery: Time required for completed delivery, after receipt or order, for diesel fuel deliveries and/or gasoline deliveries, upon revision(s) to standard delivery schedule: **_____ (Failure to deliver with the amount of time stated may result in a 10% reduction of the invoice amount due, for any late delivery.)

NOTE: All pricing will remain firm through June 30, 2007. The College reserves the right to terminate the agreement at the end of one (1) year period as per Florida State Statutes Section 237.161 or to renew the contract for successive one (1) year periods, for a total of four additional years, at its option. Any price adjustment request must be submitted in writing by April 1, of each fiscal year, to the Director of Purchasing and Auxiliary Services, in order to be considered for the following fiscal year.

*Quantity is estimate only and will not in any manner be binding to Pensacola Junior College.

**To be clearly indicated by bidder.

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, or if all of the tied vendors have drug-free workplace programs. In order to have a drug-free workplace program a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug 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 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 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.

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE : _____

BIDDING FIRM OR ENTITY NAME: _____

BID SUBMITTED BY:

FEDERAL TAX I.D. NUMBER

FIRM OR ENTITY NAME

ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE NUMBER /FAX NUMBER

TYPED OR PRINTED NAME
OF REPRESENTATIVE: _____

SIGNATURE OF REPRESENTATIVE: _____

DATE: _____