



## COLLIER COUNTY SHERIFF'S OFFICE

### PROCUREMENT BUREAU

WEBSITE: [www.colliersheriff.org](http://www.colliersheriff.org)

## RFP #19.001

TANK WAGON UNLEADED FUEL E-10 & DIESEL FUEL BULK DELIVERY FOR

COLLIER COUNTY SHERIFF'S OFFICE

CONTACT: Brandy Hazel, CPPB, Contract Administrator

[procurement@colliersheriff.org](mailto:procurement@colliersheriff.org)

### PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION

- ◆ September 9, 2019 BY 4:00.00 PM EST
- ◆ Collier County Sheriff's Office  
Procurement Bureau  
2885 County Barn Road  
Naples, FL 34112

Event	Time	Date
RFP Released	N/A	8/19/2019
Proposer's Questions Deadline	4:00.00 PM EST	9/3/2019
Proposal Due	4:00.00 PM EST	9/9/2019
Proposal Public Bid Opening	9:00.00 AM EST	9/10/2019
Evaluators Begin	N/A	9/10/2019
Contract Award Announcement	N/A	9/18/2019
Contract Negotiations & Execution	N/A	Begin 9/24/19
Contract Start	N/A	October 2019

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# 1. INTRODUCTION

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## **A. Intent**

The Collier County Sheriff's Office ("CCSO") is requesting proposals from experienced and qualified Vendors (Contractor) to serve as the single provider to supply and deliver Tank Wagon Unleaded E-10 Bulk Fuel to two (2) fueling sites, Diesel fuel to eight (8) locations, as well as an Emergency Plan for providing fuel during hazardous incidents such as hurricanes or other related emergency incidents.

An award will be based on Proposer's response to this Request For Proposal (RFP). The proposed solution shall perform in accordance with the specifications and it must be in compliance and meet all Local, State and Federal laws, guidelines, standards, and regulations.

## **B. RFP Schedule of Events**

**Important Note:** The table below lists the activities relevant to this solicitation process. CCSO reserves the right to change the dates and it is the responsibility of the Proposers to check the CCSO website periodically to review the RFP schedule for changes. If changes do occur, addenda/addendum shall be posted to the website.

Event	Time	Date
RFP Released	N/A	8/19/2019
Legal Notice Ad – Published: Naples Daily News	N/A	8/20/2019 8/27/2019
Proposer's Questions Deadline	4:00.00 PM EST	9/3/2019
Proposal Due	4:00.00 PM EST	9/9/2019
Proposal Public Bid Opening	9:00.00 AM EST	9/10/2019
Evaluators Begin	N/A	9/10/2019
Contract Award Announcement	N/A	9/18/2019
Contract Negotiations & Execution	N/A	9/24/2019
Contract Start	N/A	October 2019

**Note:** Schedule changes and/or amendments for this solicitation will be issued as addenda/addendum and shall be posted to our website at: [www.colliersheriff.org](http://www.colliersheriff.org), the "How do I" tab or at the link: <http://www.colliersheriff.org/how-do-i-/purchasing-doing->

[business-with-ccso](#) . It is the responsibility of the Proposer to check this website regularly for updates.

### **C. Contact Information**

Please use the provided CCSO Procurement Bureau contact information for all correspondence listed in this section.

**All correspondence shall be directed to the CCSO Procurement Bureau.**

➤ Brandy Hazel, CPPB, Contract Administrator

Email: [procurement@colliersheriff.org](mailto:procurement@colliersheriff.org)

Collier County Sheriff's Office

2885 County Barn Rd.

Naples, FL 34112

**NOTE:** Proposers shall **not** communicate with any members of the CCSO during the solicitation process unless authorized by the Procurement Bureau. Proposers who **fail** to communicate through the Procurement Bureau and solicit or lobby information during this RFP process either directly or indirectly to CCSO members or other sources may result in proposal rejection and disqualification.

### **D. RFP Questions**

All questions for this solicitation must be emailed to [procurement@colliersheriff.org](mailto:procurement@colliersheriff.org).

Telephoned or faxed questions shall **not** be accepted or considered. Proposers shall make reference to the question they are asking by providing the section number, title name, paragraph number (if applicable), and page number.

### **E. RFP Questions Deadline**

The deadline to submit questions shall be September 3, 2019 by 4:00 P.M. EST.

## **F. Proposal Submission Due Date**

1. Proposals shall be received at the Procurement Bureau of the Collier County Sheriff's Office located at 2885 County Barn Road, Naples, Florida 34112 by 4:00:00 P.M. EST on September 9, 2019.
2. The Proposal package must be clearly labeled as depicted under the "Proposal Submission Format" guidelines.
3. Proposals received after the deadline shall **not** be considered and they will be returned unopened to the return address on the package. Proposers shall be solely responsible for the timely delivery of their proposal regardless of the delivery method used.

## **G. Public Bid Opening**

The Public Bid Opening shall be at the Collier County Sheriff's Office, Procurement Bureau, Conference Room, at 2885 County Barn Road, Naples, FL 34112 on September 10, 2019 at 9:00 A.M. EST to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals will be evaluated by an independent review and scoring.

## **H. Proposal Submission Format**

1. Any Proposer failing to respond in the following manner may be declared non-responsive:
  - Proposer shall provide a proposal, typed or computer generated, in English, on 8.5" x 11" white paper, clearly responding to all specifications, requirements, criteria and questions outlined in the RFP and detail any exception from this request.
2. Proposer shall submit hardcopies and one (1) electronic copy as follows:
  - One (1) original
  - Five (5) exact copies
  - One (1) electronic format in a pdf version
  - Each binder must be sealed inside separate opaque packages and marked as "Original" and "Copy."
  - Package addressed to:  
Collier County Sheriff's Office  
**RFP #19.001** Proposal Due Date: September 9, 2019 by 4:00 P.M. EST  
Attn: Procurement Bureau – Brandy Hazel

2885 County Barn Road  
Naples, FL 34112

3. Proposers must submit proposals in three-ring binders in the following order and format. Tabbed dividers shall separate each section, and the tabs must have typed labels identifying each tabbed section. It is mandatory that all proposals be presented in the following format. Failure to do so may result in the proposal being declared non-responsive.

**Tab A. Transmittal Letter**

1. Proposer must draft a letter to the CCSO Procurement Bureau to include the following (see pages 47-48 as an example):

- a. Date of letter
- b. Return address of letter shall include the organization name and address of Proposer.
- c. Below return address, please include CCSO's address:

Collier County Sheriff's Office

Procurement Bureau

Re: RFP #19.001

2885 County Barn Road

Naples, FL 34112

d. In the body of the letter shall be a statement that the proposal is indeed in response to this solicitation for "RFP #19.001 – Tank Wagon Unleaded E-10 & Diesel Fuel Bulk Delivery for the Collier County Sheriff's Office." All proposals submitted shall state this is an irrevocable offer by the Proposer for 120 business days from the date of submission.

e. A closing statement from the person who has the authority level and is authorized to commit the organization to the entire proposal and all associated costs. It must include the person's typed name and title with the original "ink" signature at the letter bottom. Proposals not signed by an authorized officer of the Proposer's organization will be eliminated.

f. Point of contact names, titles, telephone numbers, and email addresses

1. Price proposal – with Labor and/or Materials broken out and (2) Fuel Bid Forms – one for E-10 Fuel and one for Diesel. Include a Total Project cost as well.

2. Contractual

3. Specifications

g. Executive Summary: Please provide an executive summary of no more than three pages which provides an overview of your key features and distinguishing value proposition, particularly as it relates to the selection criteria identified in this RFP. Be sure to illustrate key points as to why the Proposer is the right vendor to deliver a solution for the needs in the request (ex. Supply and delivery, emergency response plan, stolen or confiscated fuel disposal, and so forth). Any additional information that exceeds the Technical Proposal/SOW should also be included.

**Tab B. Qualifications and Project Experience (Technical Proposal)**

1. Proposer shall draft a document and submit professional qualifications of the individual(s) that will be assigned to the project.

2. You must also include the organization's relevant project experience and background information, logistical capabilities, and other pertinent supporting data.

3. Attach resumes of key member(s) of the service team that will be assigned to this contract.

4. Company History: include a brief statement of the firm offering the proposal that includes the year the company began doing business in the State of Florida, the number of years the company has been distributing fuel supply/delivery, legal structure and ownership. The history should also include a listing of businesses and government entities, along with their locations, that are currently under contract with the Proposer.



**Tab C. Price Proposal (2 pages)**

Proposing organization shall include an itemized breakdown detailing all the costs associated with this project. To include all permits, insurance, equipment, plant facilities, work and expenses that are necessary to perform the work in accordance with the specifications. Proposer must include the Fuel Bid Form within the Cost Proposal and on the electronic version.

**Tab D. Specifications**

Specifications form for RFP #19.001 – Tank Wagon Unleaded E-10 & Diesel Fuel Bulk Delivery for the Collier County Sheriff's Office. Proposer shall review all specifications and mark if they comply (YES – agree) or non-comply (NO – do not agree and must provide an exception).

**Tab E. Exceptions to Specifications**

1. Proposer shall comply or non-comply with the specifications. By complying Proposer's selecting "comply" Proposer agrees to the specification and there will be **NO** exceptions. If Proposer selects "non-comply" YES there will be exceptions.
2. Proposers taking exception to any part or section of this solicitation shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS". A full explanation to an alternative must be provided outlining the benefit over the listed specification(s). Failure to indicate any exceptions shall be interpreted as the proposer's intention that they fully comply with the specifications as written.
3. CCSO reserves the right whether to accept the exception.

**Tab F. Certificate of Insurance Questionnaire**

1. Include certificate of insurance coverage's or fill in questionnaire affirming that all coverage's and policies are in force or will be in force prior to contract commencement date. Certificate of Insurance shall have CCSO named as the "Additional Insured."
2. Certificate must be presented to CCSO five (5) business days following the award notification announcement date. Prior to the contract start date, the

Certificate of Insurance will be presented to the Procurement Bureau, naming the CCSO as the “Additional Insured.”

**Tab G. Drug Free Workplace Policy or Certificate**

Organization submitting a proposal shall be a drug-free workplace. The policy or certificate shall be included in proposal submission.

**Tab H. Unauthorized Alien**

Notarized statement that the Proposer does not employ unauthorized aliens in accordance with Section 274A (e) of the Immigration Nationality Act (8 U.S.C. 1324a), as required in Section 3.0.1.G.

**Tab I. Equal Rights Act Statement**

Certifying that the proposer is in accordance with the provisions of Title VII of the 1968 Equal Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer does not discriminate on the basis of race, color, sex, religion, national origin or disability in its employment practices.

**Tab J. References**

Must provide three (3) references confirming Proposer’s proven ability providing similar services as requested in this solicitation. Use the Reference Information Form to provide this information.

**Tab K. Public Entity Crime Form**

Sworn statement Pursuant to Section 287.133(3)(a) F.S. on Entity Crimes

**Tab L. FEMA Provisions Assurances 97.036**

The response to the (9) pages regarding the FEMA Provisions Assurances should be submitted in this section.

#### **Tab M. Spill Containment Policy and Prevention**

The Provider shall provide their spill containment policy and plan. Methods used to prevent spills should also be included in this section should be submitted in this section. See Section 8 for more details.

#### **Tab N. Emergency Fuel Plan**

Provide an attachment showing your firm's Emergency Fuel Plan for implementation and execution of the work during any type of disaster warranting emergency fuel needs. The purpose of the plan is to detail the actions and responsibilities of the CCSO and the Contractor beginning with the preparations for an emergency, such as a hurricane, and ending once reunification has been completed. See Section 9 for more details.

#### **Tab O. Vendor Background Form**

The response to the (2) pages regarding the Vendor Background Forms should be submitted in this section.

#### **Tab P. Addendum (if applicable)**

1. Any changes to the schedule of events or the solicitation shall be posted to the CCSO website in an Addenda/Addendum. It shall be the Proposer's responsibility to check the CCSO website periodically and prior to proposal submission.
2. Any addenda/addendum posted to the website must be printed, acknowledged and included in the Proposer's proposal placed in Tab P.
3. Any addenda/addendum not signed by the proposer may result in the proposal being disqualified.

## 2. EVALUATION

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A. Proposals shall be tabulated, evaluated, and scored for completeness of the Proposer's capabilities to meet and/or exceed the requirements in the solicitation. Failure to meet the initial review requirements may cause the proposal to be rejected and eliminated for further review by the evaluation members.

B. All proposal(s) shall be scored and an award made to the Proposer that offers the best value with the following:

1. Responsive Proposal
2. Responsible Proposer
3. Best interest of the CCSO. The Sheriff reserves the right to procure the product and/or services describe herein.
4. Proof that the proper licenses, permits, or other documents requested to perform business in the State of Florida and Collier County are required to be obtained by the Contractor and provided to the CCSO in a timely manner for contract commencement by beginning of award commencement.

C. CCSO reserves the right to negotiate further terms and conditions, including price, with the highest ranked proposer at the end of the evaluation process. If CCSO is unable to reach a mutually beneficial agreement with the first selected proposer, CCSO reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until an agreement is reached.

1. Proposers are cautioned to provide their best offer initially. Prior to negotiations with the highest ranked proposer, proposers providing additional information requested by CCSO shall not submit in their response any information that will alter or change the terms and conditions of their original proposal.
2. All Proposers are required to provide audited financial statements, audited by an independent Certified Public Accountant (CPA) or CPA firm, from the most recent three-year period. If the organization is a wholly owned subsidiary of another company or corporation, they also need to provide non-audited financial statements

for subsidiary. Proposers must provide proof to CCSO that they have sufficient financial resources to execute the contract.

#### **D. Tie Proposals**

1. Contract award for bids received that have the same exact costs, quality, and service will be awarded to a local responsible Proposer whose proposal is responsive. Local Proposer is defined as business offices that are located in Southwest Florida Counties: 1. Collier, 2. Lee, 3. Hendry, 4. Charlotte, 5. Glades.
2. If there is a tie proposal amongst local Proposers, the Central Services Division Director or his designee will determine which bid will be awarded based upon the best interests of the CCSO.

#### **E. Evaluation Process**

1. Proposal will be publicly opened. The bid results will not be revealed at the bid opening, only the Proposer's organization that submitted a proposal will be revealed.
2. Proposals shall be initially reviewed to determine that they are responsive and are a responsible Proposer, and that they comply with the solicitation submission format and qualifications. Failure to meet the initial review requirements may cause the proposal to be rejected and eliminated for further evaluation.
3. During the evaluation process CCSO may request from the Proposer's representative to answer questions regarding their proposal for clarification.
4. Proposal evaluations and the contract award announcement are based on the following criteria and scoring weight. Evaluation team members shall review and score the following areas:

DESCRIPTION	WEIGHT
<b>Qualifications.</b> Proposal Submission & Technical Proposal Format	10%
<b>Technical Proposal.</b> Ability to perform the required services; Executive Summary; Technical Proposal/Scope of Work	25%

<b>Spill Containment Policy and Prevention Plan.</b> A spill containment policy and a detailed spill prevention plan that includes a Department of Environmental Protection (DEP) approved list of cleanup contractors. Section 8	20%
<b>Emergency Response Plan.</b> Proposer's plan to CCSO for emergency fueling requirements, Section 9.	20%
<b>References.</b> Three (3) organizations with one (1) being governmental where similar services are provided as stated within this RFP. (This category will be scored by the Procurement Bureau).	10%
<b>Price Proposal.</b> Fuel Bid Form; OPIS Average Daily Price from Port of Everglades for September 2, 2019. (This category will be scored by the Procurement Bureau).	15%

**Note:** Maximum percentage is 100. The Proposer who scores the highest percentage and has successful contract negotiations with CCSO shall be given a conditional offer of Intent to Award the Contract.

5. At no time shall the scoring evaluation members meet or jointly discuss any of the proposals received in response to this request with the exception of any oral presentation requested of the Proposers by the Procurement Bureau or attendance at a Protest Hearing should a protest be lodged by one or more unsuccessful proposers.

6. Evaluation members shall not disclose any information derived from one proposal to any other proposer.

### 3. PROPOSER QUALIFICATIONS & DISQUALIFICATIONS

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#### A. Qualifications:

1. In addition, a document depicting the organization's relevant project experience, similar in nature to the RFP, logistical capabilities and other pertinent supporting data.
2. The Proposer must be responsible and submit a fully responsive proposal.
3. The Proposer must provide references with the organization names, email addresses, addresses, telephone numbers and contact names of three (3) entities with one (1) being a public safety/government agency where similar procurement & services were successfully provided.
4. If the Proposer is an organization, it must maintain a drug-free workplace policy or certificate, and said document must include pre-employment and random drug screening of all employees. The Proposer shall certify at the time of submission of their proposal that such a program is in place and functioning. The Collier County Sheriff's Office reserves the right to periodically request, during the term of the contract, proof that the drug-free workplace is being conscientiously applied.
5. In accordance with Section 287.133(3)(a), Florida Statutes, the Proposer must complete the attached notarized statement pursuant to Section 287.133(3)(a), Florida Statutes, On Public Entity Crimes concerning convictions of the proposer for public entity crimes and return it with their proposal.
6. Proposer must not employ unauthorized aliens in accordance with the provisions of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

7. In accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer in its employment practices shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability.

8. Performance Qualifications – The CCSO reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Proposer meet the Contract requirements. The Proposer shall at all times during the Contract term remain responsive and responsible. In determining the Proposer'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 Proposer's capability to fully satisfy the requirements of the solicitation and the contract.

9. The Proposer must be licensed and able to wholesale, supply, transport, and deliver Unleaded E-10 and Diesel bulk fuel within the State of Florida.

10. The Proposer must have a minimum of five (5) years' experience with proven abilities and resources to supply and deliver Unleaded E-10 and Diesel Bulk Fuel to various CCSO locations.

**B. Disqualifications:**

1. Any of the following reasons may be considered as sufficient cause for disqualification of a Proposer and the rejection of his/her proposal or proposals:

- a. More than one proposal for the same provision of services from an individual, firm or corporation under the same or different name.
- b. Evidence that the Proposer has a financial interest in the firm of another Proposer for the provision of the same services.
- c. Evidence of collusion among proposers. Participants in such collusion shall receive no recognition as proposers for the provision of any services until such participant has been reinstated as a qualified proposer or a period of five years whichever is greater.



d. Default under a previous contract for the provision of services or products to CCSO.

2. Failure of the Proposer to disclose at the time of submission of his/her proposal that any member of the CCSO or an immediate family member of a member of the CCSO has more than five percent (5%) interest in the submitting organization.

3. Proposer has been debarred or suspended from participation in the State of Florida's term contract program or SPURS System or has been placed on the Florida State Board of Administration's Scrutinized List of Prohibited Companies.

4. Employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

5. Evidence that the Proposer discriminates in its employment practices in violation of Title VII of the 1968 Civil Rights Act as amended by the Equal Opportunity Employment Act of 1972 and Executive Order 11914.

6. Failure of the Proposer to respond as outlined in Proposal Submission Response and Specifications may disqualify them from the evaluation process and deem the proposal non-responsive.

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 Tow threshold amount (\$25,000) provided in Section 287.017 of the Florida Statutes.

8. Failure to register with the Florida Department of State's Division of Corporations, located at <https://dos.myflorida.com/sunbiz/>

## 4. CONTRACT AWARD

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A. It is the desire of the Sheriff that all of the services in this request be provided by a single vendor; however, if it is determined to be in the best interests of the CCSO and the Citizens of Collier County then the contract, in whole or parts, may be awarded to multiple vendors.

B. The award shall be made to the Proposer who is both responsive and responsible and whose proposal demonstrates the best capability to fulfill the requirements as specified in this solicitation. The selection process may require additional information. The Sheriff's decision is final.

C. The Sheriff reserves the right to reject any and all, or parts of any and all proposals; re-advertise this request; postpone or cancel, at any time, this Request For Proposal process; or waive any irregularities in this Request for Proposal or in the proposal(s) received as a result of this solicitation.

D. The determination or the criteria and process whereby proposals are evaluated, the decision as to who shall receive the contract award, or whether or not an award shall ever be made as a result of this solicitation, shall be at the sole discretion of the Sheriff.

E. If a sealed proposal contains information that a Proposer does not wish disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be submitted with indications on each page that the material is "Proprietary", "Confidential" or a "Trade Secret".

F. All information contained in the proposal shall remain confidential throughout the duration of the evaluation process. However, in accordance with Chapter 119, Florida Statutes and other pertinent laws of the State of Florida, once an award is made to a successful proposer, all information, in all received proposals shall be available for public review.

G. Proposers shall provide any and all statements in their sealed proposals that they desire to be included in a final contract. Any exceptions to any terms and conditions may be made and shall be subject to negotiation. However, the inability to contractually guarantee any statement or specification may result in future elimination.

**H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 252-0630, [PATTI.ANDERSON@COLLIERSHERIFF.ORG](mailto:PATTI.ANDERSON@COLLIERSHERIFF.ORG), OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMiami TRAIL EAST, NAPLES, FL 34112.** (14-point font size and bold print are legally required by 119.0701 F.S.)

I. CCSO does not waive and nothing in this agreement shall be construed as a waiver of its right to sovereign immunity under 768.28 of the Florida Statutes.

## 5. PROTEST

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A. In accordance with Florida Administrative Procedure Act at Section 120.57 (3) and the Florida Administrative Code, Protest of an Award must be filed three (3) business days from the date of the award announcement notification by 5:00:00 P.M. EST. Protest shall be filed with the Collier County Sheriff's Office, Central Services Division Director, Sean Williams, and the following shall be included:

- Name, address, and telephone number of protester
- Solicitation number of RFP #19.001
- A detailed statement enumerating sections of the proposal and/or the evaluation process that the protestor considers being flawed or unfair.
- Protestor or its representative's original signature

B. Protest review and action shall be considered final with no further formalities being considered.

C. Proposer's failure to follow the bid protest guidelines and timeline of three (3) business days shall constitute a waiver of the Proposer's right to protest and any resultant claim.

## 6. TERMS AND CONDITIONS

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A. Definitions: For the purpose of this article only, the following terms have the meaning indicated.

1. Request for Proposal (RFP). A solicited document issued requesting proposals from potential vendors for goods and/or services whereas the negotiation of all terms, including price prior to contract award. May include a provision for Best and Final Offers. May be a single step or multi-step process.
2. Responsive – Proposer who submitted a proposal that conforms in all material respects to the RFP.
3. Responsible – A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
4. Informality – a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request of Proposal.
5. CCSO – Collier County Sheriff's Office, its correctional facilities, its divisions, substations, agencies, officials, officers and employees.
6. Proposer means contractor, vendor, and its officers, agents, representatives, and employees.
7. Successful Proposer means contractor or vendor awarded the contract.
8. Addendum – written clarification or revision to this RFP issued by the Procurement Bureau of the Collier County Sheriff's Office.

9. Amendment – An alteration or modification of the terms of a contract between the CCSO and the Contractor(s). An amendment is not effective until it is signed by the Central Services Director, Sean Williams.

10. Evaluation Committee – A committee established to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Sheriff.

11. May – Denotes that which is permissible, not mandatory

12. Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

13. Should – Denotes that which is recommended, not mandatory.

14. State – State of Florida

#### B. Liabilities

1. **Indemnification of RFP:** Successful Proposer shall indemnify the CCSO against liability for any suits, actions, or claims of any character arising from or relating to the Successful Proposer's performance under the awarded contract.

a. The CCSO has no obligation to provide legal counsel or legal defense to the Successful Proposer in the event that a suit, claim, or action of any character is brought by any person not party to the awarded contract against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.

b. The CCSO has no obligation for the payment of any judgment or the settlement of any claims made against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.

c. The Successful Proposer shall give immediate notice to the Sheriff or his designated representative of any claim or suit made or filed against the Successful Proposer or any matter pertaining to the awarded contract.

d. The Successful Proposer shall cooperate, assist and consult with the CCSO in any claim, suit or action made or filed against the CCSO or Collier County as a result of or relating to the Successful Proposer's obligations under the awarded contract.

e. The Successful Proposer shall indemnify, defend, and hold harmless the CCSO and its members/employees against any cost, damage or expense which may be incurred or caused by any error in the Proposer's preparation of its bid.

**2. OSHA Compliance:** The Successful Proposer expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag-out procedures, material safety data sheets and labeling as required by the Right to Know Standards, 29 CFR 1910.1200.

**3. Independent Contractor:** The CCSO shall expressly acknowledge that the Successful Proposer is an independent contractor, and nothing in their Agreement is intended nor shall it be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship, or any other relationship allowing CCSO to exercise control or discretion over the manner or method by which the Successful Proposer performs their obligations under their Agreement. All Contractors entering a secured facility of the CCSO must complete the Vendor Background Form (see attached) and pass a Background Check prior to accessing any CCSO facilities.



4. **Personnel:** The Successful Proposer certifies that it has, or shall secure at its own expense, all personnel required in performing the services under the awarded contract. Such personnel shall not be employees or have any contractual relationship with CCSO.

a. All of the services required hereunder shall be performed by the Successful Proposer or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

5. **Litigation Costs:** All of the Successful Proposer's litigation costs including reasonable attorney fees, arising from disputes under the awarded contract shall be paid by the Successful Proposer.

6. **Confidentiality of Information:** The Successful Proposer shall agree that all CCSO files, records and electronic communications pertaining to the Successful Proposer's obligations under the awarded contract, are the exclusive property of CCSO and all information contained therein is confidential and is not to be discussed, copied, published or disseminated to any individual or organization outside of CCSO without the written approval of CCSO.

7. **Venue:** The CCSO and the Successful Proposer shall agree that the awarded contract shall be a Florida contract to be performed in Florida, and further that any litigation arising thereunder shall be brought and completed in Collier County, Florida and other pertinent Florida courts, and further that neither party shall seek to remove such litigation from Circuit Courts or Appellate Courts of the State of Florida by application of conflict of laws or any other removal process.

8. **Assignment:** Neither the awarded contract nor any of the Successful Proposer's obligations hereunder shall be transferred by the Successful Proposer in whole or part without the expressed written permission of CCSO.

9. **Disclaimer:** Due care and diligence has been exercised in the preparation of this Request For Proposal, and all information contained herein is believed to be substantially correct. Neither the CCSO nor its representatives shall be responsible for any error or omission in this request, nor for the failure on the part of the proposer to determine the full extent of the exposure.

10. **Firm Response.** The Contract Administrator 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 Contract Administrator awards the Contract or the Contract Administrator receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Contract Administrator's sole discretion, be accepted or rejected.

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 CCSO places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the CCSO of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **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 CCSO 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 CCSO 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 CCSO shall have the right to dispose of it as its own property. Contractor shall reimburse the CCSO for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

13. **Taxes.** CCSO does not pay Federal excise or sales taxes on direct purchases of tangible personal property. CCSO 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 CCSO in the special contract conditions section of the solicitation or in the Contract or purchase order.

14. **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 CCSO, 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 CCSO.

Further, the Contractor shall fully indemnify, defend, and hold harmless CCSO 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 the CCSO's misuse or modification of Contractor's products or the CCSO'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 CCSO 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 CCSO the right to continue using the product, the Contractor shall remove the product and refund the CCSO the amounts paid in excess of a reasonable rental for past use. The CCSO 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 CCSO 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 CCSO in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### C. Insurance

1. The Successful Proposer shall provide a certificate of insurance indicating that the following insurance requirements are in force at the time of contract start date:

a. Workers Compensation: Statutory benefits with minimum employer's liability of \$100,000 each accident.

b. General Liability: The Successful Proposer shall warrant that it and all of its employees shall have general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate annually naming the CCSO as additionally insured.

c. Automobile Liability: Liability insurance covering all owned and hired vehicles used in connection with the Successful Proposer's obligations under the awarded contract, of not less than \$500,000 combined single limit per occurrence.

2. The Successful Proposer shall be solely responsible for the payment for required coverages and the payment of any deductibles required by said policies.

3. Any cancellation, reduction in value or lapse of insurance coverage shall be considered a material breach of the awarded contract.

4. The Successful Proposer shall be responsible in providing valid certificates of insurance with the requirements outlined above to CCSO prior to the contract commencement and throughout the duration of the contract term.

## 7. SPECIFICATIONS

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### GENERAL DESCRIPTION OF THE WORK

The CCSO Fleet Management Bureau manages two (2) fueling sites in Collier County. The two (2) sites have a combined estimated fuel consumption of 232,500 gallons annually. These are estimated quantities of annual fuel usage which may increase or decrease. Fuel orders will vary and quantities will be established by actual agency needs. All fuel orders are on an “as needed” basis, 365 days per year.

1. For the purpose of this request for the pricing proposal, the Proposer shall use the OPIS Average Daily Price, lowest rack price reported, for Unleaded E-10 and Diesel from the Port of Everglades, on September 2, 2019 for the Fuel Bid Form. Proposers will add the firm fixed markup, State & Local taxes, and blender’s fuel credit (if applicable) to provide a total cost per gallon for evaluation purposes. Attachment provided.
2. The successfully awarded Proposer must make the OPIS Average Daily Price rack report available to the CCSO Fleet Management Bureau as requested to validate the price on any particular invoice.
3. Supply and transport Unleaded E-10 and Diesel bulk fuel by tank wagon delivery to CCSO’s Fleet Management two (2) above ground fueling site locations and Facility generators on an “as needed” basis.
  - Golden Gate Substation deliveries will occur on Monday, Wednesday, and Friday “as needed” at 4741 Golden Gate Parkway, Naples, FL. Tank 1 size is approximately 1032.7 gallons. Tank 2 size is approximately 2959.18 gallons.

- Immokalee Substation deliveries will occur on Monday and Friday “as needed” at 101 South 1<sup>st</sup> Street, Immokalee, FL. Tank 1 size is approximately 2003.12 gallons. Tank 2 size is approximately 4018.09 gallons.
- Diesel fuel deliveries to Facility Generators will occur monthly or as needed. Generator locations are as follows:
  1. 2885 County Barn Road, Naples Florida-1300 gallons
  2. 250 Patriot Way, Naples Florida- 3000 gallons
  3. 776 Vanderbilt Beach Rd, Naples Florida- 150 gallons
  4. 4707 Golden Gate Parkway, Naples Florida- 150 gallons
  5. 14750 Immokalee Road, Naples Florida- 1040 gallons
  6. 4671 Golden Gate Pkwy, Naples, Florida- 150 gallons
  7. 112 1<sup>st</sup> Street, Immokalee, Florida- 250 Gallons
  8. 302 Stockade Rd, Immokalee, Florida- 3000 Gallons
- 4. Must provide and include copies within the proposal submission, all Federal and State valid licenses and certificates to properly distribute, supply, and transport Unleaded E-10 fuel and Diesel fuel.
- 5. CCSO reserves the right to test fuels for specification compliance. The Contractor shall be responsible to pay for all testing costs of fuel that is deemed as non-compliant by a testing facility.
  - Non-compliant product shall result in the successful Contractor’s immediate remove of the product at no cost to the CCSO.
  - Compliant fuel shall be immediately replenished by the successful Contractor to replace the same quantity of non-compliant fuel that was removed at no charge to the CCSO.
  - Specification requirement violations shall give cause for CCSO to cancel the contract.
- 6. Proposer agrees that CCSO emergency fuel orders shall be a “priority” basis. Emergency fuel deliveries shall begin by daily topping off the CCSO tanks and sites identified below, within 72 hours prior to the projected landfall. Daily refueling

shall resume once the winds have subsided. CCSO will begin calling in quantities needed at each location.

- a. Daily fuel deliveries to the two (2) above ground storage tanks have been identified in item 3 of this section (see above).
- b. Daily diesel deliveries to the facility generators is identified in item 3 of this section (see above).
- c. Daily deliveries to the following:
  - 2885 County Barn Road Naples, FL 34112- 240-gallon unleaded fuel trailer, 240 diesel fuel trailer, and 500-gallon diesel fuel trailer
  - 776 Vanderbilt Beach Road Naples, FL 34108- 500-gallon unleaded fuel trailer
  - 14750 Immokalee Road Naples, FL 34120- 500-gallon unleaded fuel trailer
  - 13245 Tamiami Trail East #100 Naples, FL 34114- 500-gallon fuel trailer
  - CCSO Food Unit Locations to be determined with a daily diesel usage of 75 gallons.
- d. Proposer should also bid the following:
  - Daily Fuel tank wagon and driver available to fuel CCSO member's personal vehicles beginning 24 hours after the winds have subsided lasting until retail fuel sites have fuel readily available. Hours of availability for this service are 08:00 am EST to 20:00 pm EST. It is desired that the proposer have the ability to provide this service as a point of sale in order to bill the CCSO member directly for fuel purchased including all applicable taxes for retail fuel purchases.
  - Each CCSO member will be allotted 15 gallons of fuel per day. CCSO will station a CCSO agency member for security and to monitor the allotments and verify who is eligible to purchase on this program.
  - It is anticipated that this program will consume approximately 7,500 gallons of fuel daily.



7. Proposer shall provide and agree to the following:
- Pre-printed delivery receipts with the company's name, address and phone number.
  - Delivery receipt must provide:
    1. Purchase Order number
    2. CCSO name and site location address where the fuel was delivered
    3. Initial Tank readings
    4. Each Tank Number and Compartment Number (one tank may have two compartments)
    5. After Fuel Readings
    6. Total gallons pumped for each tank and/or compartment
8. Successful Proposer must email the delivery receipt(s) to the CCSO Fleet Management Bureau on the date of delivery to [fleet@colliersheriff.org](mailto:fleet@colliersheriff.org).
9. A weekly invoice must be provided to the CCSO Fleet Management Bureau during normal business hours with the delivery receipts attached for that specific invoice.
10. Successful Proposer and its employees must abide by, and meet, all Federal, State, Department of Transportation (DOT), and Environmental Protection Agency (EPA) guidelines, laws, and regulations in distributing and transporting Unleaded E-10 and Diesel fuel.
11. Successful Proposer's fuel truck driver must use extreme caution when fueling to avoid spills and must be present at the fuel truck during the tank fueling process.
12. In the event a spill occurs during the fueling process, the successful Proposer shall be solely responsible for the negligence of the driver or for the equipment failure. The successful Proposer shall be responsible for all costs incurred.
13. The successful Proposer and truck drivers shall be licensed carriers in transporting hazardous materials and must be registered in good standing with the Department of Transportation (DOT).
14. Proposer shall furnish the latest Material Safety Data Sheet (MSDS) for the delivered products.

15. Proposer shall provide the CCSO with their Port of Everglades Agreement ensuring a continuous fuel supply.

16. Proposer must include in their proposal submission response, the ability to remove and dispose of stolen or confiscated fuel that was apprehended by the CCSO.

Proposer shall provide a detailed plan on the procedure and receipts for:

- Provide a detailed receipt of total gallons removed and associated costs for fuel disposal.
- Provide a detailed receipt, if Proposer is able to salvage fuel, showing the total gallons removed and any credit due to the CCSO.

## 8. SPILL CONTAINMENT POLICY AND PREVENTION PLAN (Above Ground Storage Tanks)

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Proposer must provide a Spill Containment Policy and Spill Prevention Plan with detailed procedures within their proposal submission.

1. The policy and plan must include detailed clean-up procedures for spills below and above fifteen (15) gallons.
2. Provide CCSO with spill clean-up contact personnel for the following:
  - a. Proposer's Company
  - b. Department of Environmental Protection (DEP)
  - c. DEP approved clean-up companies utilized by the Proposer for the spill clean-up.
3. Plan must provide a detailed course of action.

## 9. EMERGENCY PLAN

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Proposer must furnish within their proposal to the CCSO, a detailed emergency fuel plan offering solutions for filling emergency fueling requirements that may arise from hurricanes, natural disasters, or other potentially catastrophic events outlining:

1. Number of tank wagons that will be available for deliveries during this time.
2. The tank wagons available must be equipped with adapters for fuel CCSO vehicles directly from the truck with a method of measuring the fuel used.
3. Provide alternate fueling solutions to fuel CCSO vehicles and building generators such as:
  - a. Temporary self-powered fuel tanks
  - b. Proposer owned retail fueling station locations within the borders of Collier County, dedicating priority fueling to CCSO during emergency situations
  - c. Any other alternatives that would be advantageous to CCSO
4. An option must be provided to fuel CCSO vehicles remotely in the event that CCSO fuel sites are not accessible. Proposer to detail alternatives for remote fueling.
5. Proposer shall provide a priority treatment plan for fueling all CCSO fuel sites and CCSO building generators forty-eight (48) hours prior to the fuel request with a minimum of 5,000 gallons per site, as well as a daily top-off until the event ends.
6. In the event an emergency arises, the Proposer will have a twenty-four (24) hour phone number and contact person available.
7. Proposer shall express in the plan that they will assist and fully comply with CCSO for emergency fueling requirements arising from hurricanes, natural disasters, or other events. No restrictions shall apply for fuel purchase needs or deliveries during the events.
8. CCSO recognizes that deliveries are subject to the successful Proposer's fuel supply availability. The Proposer shall also include a plan for obtaining fuel if Port of Everglades is closed or unable to provide fuel for any reason.

## 10. PRICE PROPOSAL – FUEL BID FORM (Do not include in binder – must be in separately sealed package)

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Proposer must include a Fuel Bid Form filled out in its entirety for Unleaded E-10 Fuel and Diesel Fuel.

1. Proposer must use the OPIS Daily Average Price Report, lowest rack price for Monday, September 2, 2019 utilizing the following information from:
  - a. Location: Port of Everglades
  - b. Monday, September 2, 2019 – lowest rack price
  - c. All calculations to the fourth decimal
  - d. All calculations based on a per gallon basis
2. Calculations based upon (Fuel Bid Form):
  - a. OPIS Daily Average Price, lowest rack price
  - b. Add Firm Fixed Markup
  - c. Add State & Local Taxes
  - d. Subtotal Items A, B, and C
  - e. Deduct Blender's Fuel Credit (if applicable)
  - f. Calculate the Total Cost (See page 49-50 for the Price Proposal Fuel Bid Form)

## 11. CONTRACT TERM

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1. The awarded contract is anticipated to begin on or near October 1, 2019 and end after (4) years of initial start date. This is subject to change.
2. An extension may be granted at the discretion of CCSO.

## 12. CONTRACT TERMINATION

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1. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated after (4) years of initial start date with options to renew.

2. **Termination for Cause:** The CCSO may terminate the awarded contract at any time that the Successful Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.

a. The CCSO shall provide the Successful Proposer with (15) business days' notice of conditions endangering performance. If after such notice the Successful Proposer fails to remedy the condition contained in the notice, the CCSO shall issue an order to stop work immediately.

b. The CCSO shall be obligated to reimburse the Successful Proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

3. **Termination by Mutual Agreement:** With the mutual agreement of both parties upon receipt and acceptance of not less than (15) business days' written notice, the awarded contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

4. **Termination for Special Situations:** Either party may terminate the awarded contract immediately following (15) business days' written notification to the other documenting the occurrence of any of the following:

a. In the event there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue the awarded contract.

b. The Successful Proposer or any of its principals are debarred, suspended, proposed for debarment or declared ineligible to participate in the State of

Florida SPURS System under the provisions of Section 287.133(3)(a), Florida Statutes or pursuant to Rule 60A-1.006 F.A.C.

c. Insolvency, bankruptcy or receivership of the Successful Proposer.

**5. Suspension of Work.** The CCSO 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 CCSO to do so. The CCSO 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 CCSO 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.

**6. Termination for Convenience.** The CCSO, by written notice to the Contractor, may terminate the Contract in whole or in part when the CCSO determines in its sole discretion that it is in CCSO'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.

**7. 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 CCSO 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 CCSO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the CCSO 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 CCSO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to CCSO, in which case the CCSO 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.

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

**9. 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.

**10. 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.

### 13. ADJUSTMENTS/MODIFICATIONS/AMENDMENTS

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1. Should the CCSO and the successful Proposer mutually agree in writing to a change in the scope of work/specifications during the contract term, a mutually agreed upon price adjustment will be allowed.
2. Changes in the contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by a Signature Authority of the successful Proposer and the CCSO.
3. The successful Proposer shall give full attention to the faithful execution of the contract while keeping the contract under their control. A power of attorney or otherwise assigning the contract to any other party without prior written approval of the Sheriff of Collier County will not be permissible.
4. Should laws change, requiring additional services or significant changes in costs, the successful Proposer and the CCSO will negotiate an equitable price adjustment.
5. During the term of the awarded contract, the successful Proposer will furnish all of the services specified in the Request for Proposal (RFP).
6. The successful Proposer understands and agrees that the awarded contract is a requirements contract and the CCSO will have no responsibility or obligation to the successful Proposer in providing the contractor's services.
7. All notices and requests by the CCSO or the successful Proposer shall be in writing and shall be delivered by certified mail, return receipt requested, to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

## 14. INVOICES

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1. One (1) invoice shall be submitted upon completion and depict the following:
  - CCSO Purchase Order Number (PO).
  - Payment terms of NET 30 Days from delivery/acceptance date.
  - Full details depicting all related costs: parts/equipment/labor/shipping to the Contractor and return shipping to the Collier County Sheriff's Office.

2. Invoices shall be addressed to:

Collier County Sheriff's Office OR Email: [fleet@colliersheriff.org](mailto:fleet@colliersheriff.org)  
Attn: Fleet Management  
2885 County Barn Rd  
Naples, FL 34112

3. All other Performance Documents shall be addressed to:

Collier County Sheriff's Office  
Attn: Central Services Director  
3319 Tamiami Trail East  
Naples, FL 34112

## 15. PROHIBITION OF GIFTS TO CCSO EMPLOYEES

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1. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CCSO employee, as set forth in Chapter 112, Part III, Florida Statutes. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with CCSO staff for a specified period of time;
- b. Prohibition by the individual and/or firm from doing business with the CCSO for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes;
- c. Immediate termination of any contract held by the individual and/or firm for cause.

## 16. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

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CCSO encourages and agrees that the Successful Proposer extend pricing and terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Successful Proposer.

## 17. ATTACHMENTS

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Proposer shall be responsible for drafting documents for Tab A: Transmittal letter, Tab B: Qualifications and project experience, Tab M: Spill Containment Policy and Prevention Plan; and Tab N: Emergency Fuel Plan. All other tabulated sections have attachments that must be completed as depicted below:

Page #	Description	Binder Tabulated Section
47-48	Transmittal Letter	Tab A
N/A	Qualifications & Project Experience	Tab B
49-50	Price Proposal	Tab C
51-53	Specifications	Tab D
54	Exceptions to Specification	Tab E
55	Certificate of Insurance	Tab F
56	Drug-Free Workplace	Tab G
57	Unauthorized Alien	Tab H
58	Equal Rights Act Statement	Tab I
59	References	Tab J
60-62	Public Entity Crime Form	Tab K
63-74	FEMA Provisions Assurances 97.036	Tab L
N/A	Spill Containment Policy & Prevention	Tab M
N/A	Emergency Fuel Plan	Tab N
75-77	Vendor Background Form	Tab O
77	Addendum (if applicable)	Tab P

**TAB A. TRANSMITTAL LETTER**

Date

Company Name

Address

City, State, Zip Code

Collier County Sheriff's Office

Attn: Procurement Bureau – Brandy Hazel, Contract Administrator

2885 County Barn Rd.

Naples, FL 34112

Reference: RFP #19.001 – Tank Wagon Unleaded E-10 & Diesel Fuel Bulk Delivery for the CCSO

Dear CCSO,

This letter is in response to the Collier County Sheriff's Office RFP #19.001 – Tank Wagon Unleaded E-10 & Diesel Fuel Bulk Delivery. I, \_\_\_\_\_, hereby affirm that I am a company official with binding authority, authorized to sign this letter and commit the company to this request. The information provided in this proposal is true and accurate. The contents are valid for ninety (90) days from the proposal submission date. As requested, the point of contacts for the Pricing Proposal response, Technical Proposal response, and Contract are as listed.

**Pricing Proposal Response Contact:**

Name:

Title:

Phone Number:

Fax Number:

Email Address:

**Technical Proposal Response Contact**

Name:

Title:



Phone Number:

Fax Number:

Email Address:

Contract Response Contact:

Name:

Title:

Phone Number:

Fax Number:

Email Address:

Sincerely,

NAME

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
*(Type of identification)*

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(Printed typed or stamped commissioned name of notary public)*

TAB C: Price Proposal



Price Proposal

Collier County Sheriff's Office

RFP #: 19-001, Tank Wagon Unleaded E-10 & Diesel Bulk Fuel Delivery

Fuel Bid Form – Unleaded E-10 Fuel

Company Name: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMODITY: UNLEADED E-10 Fuel**

**PROVIDE INFORMATION FROM:** OPIS Average Daily Price Report Port of Everglades on Monday, September 2, 2019, lowest rack price (Bid Purposes Only)

OPIS Daily Average Price	\$
Firm Fixed Markup	\$
State & Local Taxes	\$
TOTAL for (OPIS Price, Markup, & Taxes)	\$
Blender's Fuel Credit (if applicable)	- \$
TOTAL COST	\$

**Note:** All calculations to the fourth decimal. All calculations based on per gallon.



## Price Proposal

Collier County Sheriff's Office

RFP #: 19-001, Tank Wagon Unleaded E-10 & Diesel Bulk Fuel Delivery

Fuel Bid Form – DIESEL Fuel

Company Name: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### COMMODITY: DIESEL Fuel

PROVIDE INFORMATION FROM: OPIS Average Daily Price Report Port of Everglades on Monday, September 2, 2019, lowest rack price (Bid Purposes Only)

OPIS Daily Average Price	\$
Firm Fixed Markup	\$
State & Local Taxes	\$
TOTAL for (OPIS Price, Markup, & Taxes)	\$
Blender's Fuel Credit (if applicable)	- \$
TOTAL COST	\$

**Note:** All calculations to the fourth decimal. All calculations based on per gallon.

## TAB D: SPECIFICATIONS

---

### Overview & Background:

It is in the intent of the Collier County Sheriff's Office (CCSO) to seek proposals from experienced and qualified Vendors (Contractor) to serve as the single provider to supply and deliver Tank Wagon Unleaded E-10 Bulk Fuel to two (2) fueling sites and Diesel fuel to eight (8) generator sites.

An award will be based on Proposer's response to this Request For Proposal (RFP). The proposed solution shall perform in accordance with the specifications and it must be in compliance and meet all local, State and Federal laws, guidelines, standards, and regulations.

**Note.** Proposer shall review all specifications and mark if they comply (Yes – agree) OR non-comply (No – do not agree). All non-comply responses must have exceptions provided on and placed in Tab D.

1. Fuel Bid Forms (one for each: Unleaded E-10 on page 49 and Diesel Fuel on page 50)

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

2. Cost proposal must be typed and fully completed and totaled to reflect complete costs for ALL items listed in the Specifications.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

3. Able to provide OPIS Average Daily Price Rack Report available to CCSO

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

4. Able to meet or exceed the minimum requirements outlined on page 29-33 regarding the supply and transport of Unleaded E-10 and Diesel Bulk Fuel.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

5. Able to provide copies of all Federal and State valid licenses and certificates to accomplish the request of fuel delivery.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

6. Acknowledge that CCSO reserves the right to test fuels for specification compliance. The Contractor shall be responsible for paying for all testing costs as outlined in Section 8 of this Request for Proposal.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

7. Contractor agrees that CCSO emergency fuel orders shall be on a "priority" basis.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

8. Contractor shall be required to complete all work to be performed to the satisfaction of the Central Services Director and the Finance Director in strict accordance with the specifications.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

9. Contractor and its employees must abide by, and meet, all Federal, State, Department of Transportation (DOT), and Environmental Protection Agency (EPA) guidelines, laws, and regulations.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

10. Contractor will provide a Spill Containment Policy & Prevention Plan.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

11. Contractor will provide an Emergency Fuel Plan.

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

12. Invoicing requirements:

Collier County Sheriff's Office  
Attn: Fleet Management  
2885 County Barn Rd  
Naples, FL 34112

Comply: \_\_\_\_\_ Non-Comply: \_\_\_\_\_

TAB E: Exceptions to the Scope of Work

---

Exceptions to the Scope of Work

Date: \_\_\_\_\_

Business Name:

\_\_\_\_\_  
*Print Business Name*

By:

\_\_\_\_\_  
*Company Official Printed Name & Title*

Note. Contractor shall list all "Exceptions to the Scope of Work." The bidder must include alternative proposals to all exceptions noted. Failure to note any exceptions will signify the bidder's agreement to comply with the Scope of Work as requested in this RFP.

Check one that applies to this RFP below.

\_\_\_\_\_ Contractor has **NO** "Exceptions" to the RFP and complies with the Scope of Work.

OR

\_\_\_\_\_ Contractor **has** "Exceptions" to the RFP and they are listed below:

Exceptions – bidder to attach documents. All exceptions must be clearly identified by section then subsection.

TAB F: **Certificate of Insurance Questionnaire**

---

Date: \_\_\_\_\_

Insurance certificates shall be submitted by the awarded contractor to CCSO Procurement Bureau before the contract commencement date. CCSO will be named the “Additional Insured” on the certificates.

**Mandated Coverages:**

\_\_\_\_\_ **Worker’s Compensation Insurance** at statutory limits, including employer’s liability coverage at minimum limits of per occurrence:

- \$100,000 each accident
- \$100,000 by disease per occurrence
- \$500,000 aggregate by disease

\_\_\_\_\_ **Commercial Automobile Liability Insurance – Minimum combined single limits of:**

- \$500,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

\_\_\_\_\_ **General Liability Insurance covering all employees with minimum limits of:**

- \$1,000,000 per occurrence
- \$2,000,000 aggregate annually

I affirm that \_\_\_\_\_ meets or exceeds the

*Print Company Name*

insurance requirements as stated above. I understand I must provide insurance certificates five (5) business days prior to contract commencement. I certify our business meets or exceeds the coverages that CCSO mandates.

Company representative name: \_\_\_\_\_

Signature: \_\_\_\_\_



## TAB G: Drug-Free Workplace

---

If the Proposer is an organization, it must maintain a drug-free workplace policy or certificate and said document must include pre-employment and random drug screening of all employees. The Proposer shall certify at the time of submission of their proposal that such a program is in place and functioning. The CCSO reserves the right to periodically request, during the term of the contract, proof that the drug-free workplace is being conscientiously applied.

Date: \_\_\_\_\_

Organization Name:

\_\_\_\_\_

Organization Representative's Name:

\_\_\_\_\_

Organization Representative's Title:

\_\_\_\_\_

---

Please select below the type of drug-free workplace that has been established by the organization.

**MUST ATTACH A CURRENT COPY OF THE SELECTED ITEM.**

\_\_\_\_\_ DRUG-FREE WORKPLACE CERTIFICATE

*and/or*

\_\_\_\_\_ DRUG-FREE WORKPLACE POLICY

TAB H: **Unauthorized Alien Statement**

---

Statement that the Contractor does not employ unauthorized aliens in accordance with section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

**Unauthorized Alien Statement**

This statement certifies \_\_\_\_\_

**Print Company Name**

does not employ unauthorized aliens in accordance with Section 274(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Our company has employees of employment interest complete Form I-9, Employment Eligibility Verification supplied by the Department of Homeland Security, U.S. Citizenship and Immigration Services prior to employment.

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

*(Type of identification)*

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

*(Printed typed or stamped commissioned name of notary public)*

## TAB I: Equal Rights Act Statement

---

Date: \_\_\_\_\_

By signing the statement below, I affirm our organization is in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer in its employment practices shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability.

Organization's name: \_\_\_\_\_

Organization's representative name and title: \_\_\_\_\_

Organization's representative signature: \_\_\_\_\_

Our organization provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws.

Our organization complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Our organization expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of our organization's employees to perform their expected job duties is absolutely not tolerated.

## TAB J: REFERENCES

---

Provide at least three Florida based references for whom your company has contracted services within the last 2 years.

Organization	
Contact Person	
Title	
Phone	
E-Mail	
Location	
Date Contract Awarded	
Services Provided	
Government Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Organization	
Contact Person	
Title	
Phone	
E-Mail	
Location	
Date Contract Awarded	
Services Provided	
Government Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Organization	
Contact Person	
Title	
Phone	
E-Mail	
Location	
Date Contract Awarded	
Services Provided	
Government Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to

\_\_\_\_\_  
*(print name of the public entity)*

by \_\_\_\_\_  
*(print individual's name and title signing form)*

for \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN)  
is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of  
the Individual signing this sworn statement \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

**(Initial on the line below next to the statement that applies.)**

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted

of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

---

*(Company Official signature)*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
*(Type of identification)*

Notary Public - State of \_\_\_\_\_

My commission expires:

---

*(Printed typed or stamped commissioned name of notary public)*

This project activity is funded in whole or in part by the Federal Government, or an Agency thereof. Federal Law requires that the Applicant's contracts relating to the project include certain provisions.

Per uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a contract (including a purchase order).

**Compliance with Federal Law, Regulations and Executive Orders:** The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Sub-award and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93- 288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

**Reporting:** The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the County, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.



**Access to Records.** (1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Energy Efficiency Standards.** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Termination.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Changes.** See Standard Purchase Order Terms and Conditions.

**Procurement of Recovered Materials (§200.322) (Over \$10,000).** (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

**Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321** (a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. (b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Equal Employment Opportunity Clause (§60-1.4).** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

- I. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- II. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- III. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- IV. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- VI. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) (over \$100,000).** Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

**Administrative, Contractual, or Legal Remedies (over \$150,000).** Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in

question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**Clean Air Act and Federal Water Pollution Control Act: (over \$150,000)** (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* (3) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

## State Provisions

**Convicted Vendor and Discriminatory Vendors List** Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

**Lobbying:** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or any state agency.

**Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**Record Retention** – The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the County, FDEM, or its designee's access to such records upon request.

## Acknowledgement of Terms, Conditions, and Grant Clauses

### Certification

If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and  
VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

---

**CONTRACTOR COMPANY NAME**

By: \_\_\_\_\_

Signature

---

Name and Title

---

Street Address

---

City, State, Zip

---

DUNS Number

---

Date

Sub-Recipient Name:                      Collier County Sheriff's Office

Commissioners DEM Contract Number: \_\_\_\_\_

FEMA Project Number: \_\_\_\_\_

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN   Y   N DBE?   Y   N MBE?   Y   N WBE?   Y   N SDB 8A?   Y   N		IS THE ACTIVITY OF THIS CONTRACT... <div style="text-align: right;">CONSTRUCTION ?   Y   N</div> <div style="text-align: right;">CONSULTATION?   Y   N</div> <div style="text-align: right;">OTHER?   Y   N</div>																	
IS THIS SUBMISSION A REVISION?		Y   N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">ETHNICITY</th> <th style="text-align: left;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

**LOBBYING CERTIFICATION**

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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Contractor (Firm Name)

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

## Instructions for the Contractor / Vendor Background Screening Form

The Contractor / Vendor Form will be utilized when a Contractor / Vendor will have (need) access to a Collier County Sheriff's Office (CCSO) facility on a regular basis, have (need) access to CCSO equipment, vehicles, databases, or files and/or being issued a CCSO ID Card.

Contractor / Vendors that are entering a CCSO secure facility that do not meet the above requirements, will not need a Contractor / Vendor Background Screening and will need to be escorted at all times by an Agency Member, per policy Operations Manual Chapter A-3, Section 7, paragraph 3.7.4.E.

The CCSO Contractor / Vendor Background Screening Form should be completed in its entirety; forms not completed correctly, are missing information, **will be rejected and returned to the submitting Bureau for correction.**

The individual Contractor / Vendor Employee must initial the Social Security Compliance Statement and must sign the Certification of Application.

The form must advise the job function the Contractor / Vendor will be performing for the CCSO.

The Submitting Bureau should indicate what staff member of the CCSO will be responsible for this Contractor / Vendor; hours they will need to access to a CCSO facility, and what doors they will need access to. The CCSO Human Resource Manager reserves the right to modify / deny access to a CCSO facility.

The CCSO Contractor / Vendor Background Screening Forms should be submitted to Validations Manager, Nicholas McFadden (or her assigned representative). The Validations Manager will insure that the applicant has been fingerprinted. (The Contractor / Vendor Employee will be required to be fingerprinted prior to the issuance of a CCSO ID Card or be allowed unescorted access to a CCSO facility and within six months of initial assignment and biennially thereafter must complete Security Awareness Training.)

Once the fingerprint results are obtained, the Validations Manager will forward the Contractor / Vendor Background Screening Form and fingerprint results to Human Resources (Background Investigators) for completion of the Background Screening.

The Background Screening Results will be forwarded to the Human Resource Manager for approval or denial. The Bureau will then be notified of the Human Resource Manager's decision.

If entry into either of the secured Jail Facilities is required,

- I. Applicant background screening and fingerprints shall be coordinated and conducted by CCSO Jail Administration prior to approval of Contractor's employee access to CCSO facilities.
- II. Contractor's professional staff licenses and/or certificates shall be on file with the CCSO prior to employment. In addition, malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.
- III. CCSO shall deny entry into any secured facility and/or remove Contractor employee who does not perform his/her duties in a professional manner.
- IV. CCSO reserves the right to search any person, property, or article upon entering or leaving its facilities.
- V. A Deputy will be with the workers who need to gain access into each door.





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**PERSONAL INQUIRY WAIVER**  
*Authority for Release of Information*

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To: Concerned Person or  
Authorized Representative of  
Any Organization, Institution  
or Repository of Records

EMPLOYEE NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_

I respectfully request and authorize you to furnish the Collier County Sheriff's Office with all information that you may have concerning my work record, school record, criminal record, court record, military record and/or reputation. This information is to be used to assist in determining my qualifications for contractor access into any/all Sheriff's Office facilities/property.

I hereby release you, your organization or others from any liability or damage that may result from furnishing the information requested above.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City / State / Zip

---

**AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

by \_\_\_\_\_, who is personally known to me or who has produced

\_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of person taking acknowledgement (Notary)

\_\_\_\_\_  
Printed Name

(seal)

Tab O. ADDENDA/ADDENDUM

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The following addenda/addendum was issued by Collier County Sheriff's Office for RFP #19.001

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

By signing below, I acknowledge I have reviewed the issued posted addenda/addendum from the Collier County Sheriff's Office website and it has been included in the proposal submission as requested in the RFP.

Date: \_\_\_\_\_

Company name: \_\_\_\_\_

Company official name: \_\_\_\_\_

Signature: \_\_\_\_\_