

# CONTRACT

## Between the City of Tallahassee ("City") and Eli Roberts & Sons, Inc. ("Contractor")

**CONTRACT NO. 4136**

**SUBJECT OF CONTRACT:** Continuing Price Agreement Petroleum

**CONTRACT AMOUNT:**

- Exact Amount: \$ \_\_\_\_\_
- Not To Exceed (NTE): \$ \_\_\_\_\_
- Estimate Only (EST): \$28,000,000. Over 5 -Years

- Exact Amount: \$ \_\_\_\_\_  
(Subject to allowed adjustments as specified elsewhere in the contract.)

**LINE ITEMS AWARDED:** All Items

**CONTRACT TERM:**

The performance period ("Term") of the resultant contract will be as follows:

- (a) Basic Term: Five -Years, effective March 1, 2018 through February 28, 2023.
- (b) Permitted, but Not Exercised Extension Period(s) Not to exceed two (2) three year periods beyond initial expiration date (See Section 5.15)

| <b>CONTACT PERSONNEL</b>   |  |
|--|--|
| Contract Administrator: Keith Milton<br>Telephone Number: (850) 891- 8289<br>Fax Number: (850) 891-0967, 8796, or 8788<br>Email: keith.milton@talgov.com   | Technical Representative: Eddie Tyer<br>Telephone Number: (850) 891- 5663<br>Email: Eddie.Tyer@talgov.com  |
| <b>FOR CITY OF TALLAHASSEE INTERNAL USE ONLY</b>   |  |
| <b>Type of Contract (Check One)</b><br><input type="checkbox"/> Firm Fixed Price<br><input checked="" type="checkbox"/> Fixed Price w/Economic Price Adjustment (Index Plus adder)<br><br><b>Type of Quantity Delivery (Check One)</b><br><input type="checkbox"/> Definite Quantity<br><input type="checkbox"/> Indefinite Quantity<br><input checked="" type="checkbox"/> Requirements | <b>Type of Contract Award (Check One)</b><br><input checked="" type="checkbox"/> Single Award<br><input type="checkbox"/> Split Award<br><input type="checkbox"/> Multiple Award |
| <b>Approval Level: Purchasing Manager      Approval Date: December 11, 2017</b><br><b>Approved by City Commission: January 31, 2018</b>  |  |

**TABLE OF CONTENTS**

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference. Any inconsistency in the contract shall be resolved by giving precedence in the following order:

| INCLUDED                       | DESCRIPTION                              |
|--------------------------------|--|
| Contract Cover (Pages 1 and 2) | Contract Between the City and Contractor |
| Section 1                      | Price Schedule                           |
| Section 2                      | Representations/Certifications           |
| Section 3                      | Statement of Work/Specifications         |
| Section 4                      | Contract Management                      |
| Section 5                      | Miscellaneous Contract Clauses           |
| Section 6                      | Attachments to Contract                  |

**CERTIFICATION OF CONTRACTOR**

In response to the solicitation, I, the undersigned representative of the named contractor, hereby certify and represent as follows --

1. That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
2. That I am duly authorized by the named contractor to execute the bid and associated contract intending to bind the contractor to the City as stated in those documents; and
3. That, if awarded the subject contract, the contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

**CONTRACT EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their duly authorized representatives, effective as of the commencement of the performance period ("Term") set forth on page 1 of this contract.

City of Tallahassee

(By) Bernard C. McManus  
(Signature)

Andre Libroth  
Manager for Procurement Services

Attest  
(City Representative)

(By) James O. Cooke, IV  
(Signature)

James O. Cooke, IV  
City Treasurer-Clerk

2/28/18  
Execution Date

Contractor

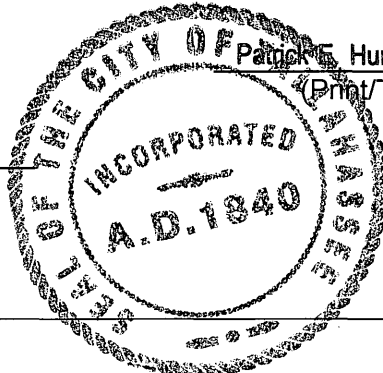
(By) Charles E. Roberts  
(Signature)

Charles E. Roberts (President)  
(Print/Type Name, Title and Date) 11-22-17

Approved As To Form:  
(City Attorney)

(By) Patrick E. Hurley  
(Signature)

Patrick E. Hurley, Senior Assistant City Attorney  
(Print/Type Name, Title and Date)



**SECTION 1 - PRICE SCHEDULE**

**CONTRACTOR PRICES**

| ITEM NO.   | ITEM DESCRIPTION   | ESTIMATE 1-YR QTY | UNIT | ADDER PER GALLON                             |
|--|--|-------------------|------|--|
| 001  | Unleaded-87 Octane E-10  | 900,000           | GL.  | \$0.039                                      |
| 002  | Ultra Low Sulfur Diesel #2 (includes premium additive)                 | 1,500,000.00      | GL   | \$0.0605                                     |
| 003  | Ultra Low Sulfur Diesel #2 (City Pick- up) (includes premium additive) | 80,000            | GL.  | \$0.125                                      |
| 004  | Unleaded-87 Octane E-10 (City Pick-up)                                 | 70,000            | GL.  | \$0.125                                      |
| 005  | Delivery of fuel to remote mini fuel sites                             | Unknown           | GL.  | \$0.15 plus \$35.00 Remote Site Delivery Fee |
| 006  | DEF-Diesel Exhaust Fluid   | Unknown           | GL.  | *\$1.80<br>*To be reviewed annually          |
| 007  | Non-Ethanol Gasoline (City Pick-up)                                    | Unknown           | GL   | \$0.15                                       |
| 008  | Non-Ethanol Gasoline Delivered   | Unknown           | GL   | \$0.20 plus \$35.00 Remote Delivery Fee      |
| Pricing will be based on the Oil Price Information Service (OPIS) Index on the day of delivery |  |                   |      |  |

**SECTION 2 - REPRESENTATIONS/CERTIFICATIONS**

(This page must be submitted with bid and shall become an integral part of the resultant contract.)

Bidder Name: Eli Roberts & Sons

**2.1 MINIMUM BID ACCEPTANCE PERIOD**

- a. "Acceptance Period", as used in this solicitation, means the number of calendar days following the date on which bids are opened during which a bidder may not withdraw its bid, without consent of the City, and during which such bid is subject to acceptance by the City.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. The City requires a minimum Acceptance Period of ninety (90) calendar days. In the space provided below, the bidder may specify a **LONGER** acceptance period than the City's minimum requirement.
- d. A bid allowing less than the City's minimum acceptance period will be rejected.
- e. The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within--
  - (1) The acceptance period stated in paragraph c of above; or
  - (2) Any longer acceptance period stated in paragraph d above.

**BIDDER OFFERS A LONGER ACCEPTANCE PERIOD: \_\_\_\_\_ CALENDAR DAYS.**

**2.2 DISCOUNT FOR PROMPT PAYMENT**

Reference: Solicitation provision entitled, "DISCOUNT FOR PROMPT PAYMENT".

As an alternative to offering a prompt payment discount in conjunction with the bid, prompt payment discounts may be included on individual invoices submitted against the resultant contract.

**BIDDER'S OFFER: 0 PERCENT (%) N/A CALENDAR DAYS**

**2.3 ACKNOWLEDGMENT OF ADDENDA TO THE SOLICITATION**

Reference: Solicitation provision entitled, "ISSUANCE OF ADDENDA".

| NUMBER               | DATED       | NUMBER               | DATED       |
|----------------------|-------------|----------------------|-------------|
| 0012-18-KM-BC ADD #1 | NOV 15 2017 | 0012-18-KM-BC ADD #3 | NOV 29 2017 |
| 0012-18-KM-BC ADD #2 | NOV 22 2017 |                      |             |

**2.4 TAXPAYER IDENTIFICATION**

Bidder must submit a completed Federal Form W-9 and submit it with this Section 2. The form may be downloaded from the Internal Revenue web site at [www.irs.gov](http://www.irs.gov).

**2.5 OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)**

COMPANY NAME: Eli Roberts & Sons

MAIL ADDRESS: 2195 Lake Bradford Rd

Tallahassee FL 32310  
(City) (State) (Zip Code+4)

TELEPHONE NO: VOICE: (850) 576-3835, EXTENSION: \_\_\_\_\_

(Toll-Free Preferred) OTHER: (\_\_\_\_) \_\_\_\_\_; FAX: (850) 574-3788

EMAIL ADDRESS: charlie@eliroberts.com josh@eliroberts.com

WEBSITE URL: www.eliroberts.com

**SECTION 2 - REPRESENTATIONS/CERTIFICATIONS**

(This page must be submitted with bid and shall become an integral part of the resultant contract.)

**2.6 PHYSICAL ADDRESS OF COMPANY (IF MAILING ADDRESS IS A POST OFFICE BOX)**

COMPANY NAME: \_\_\_\_\_  
PHYSICAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
(City) (State) (Zip Code+4)

**2.7 COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)**

PERSON NAME: Charlie Roberts or Josh Roberts  
TELEPHONE NO: VOICE: (850) 576-3835, EXTENSION: \_\_\_\_\_  
(Toll-Free Preferred) OTHER: ( ) \_\_\_\_\_; FAX: (850) 574-3788  
EMAIL ADDRESS: Charlie@eliroberts.com josh@eliroberts.com

**2.8 PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.5, enter "Same as 2.5")**

NAME: Same as 2.5  
MAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
(City) (State) (Zip Code+4)  
TELEPHONE NO: VOICE: ( ) \_\_\_\_\_, EXTENSION: \_\_\_\_\_  
(Toll-Free Preferred) OTHER: ( ) \_\_\_\_\_; FAX: ( ) \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**2.9 CONTACT FOR INVOICE INQUIRIES**

NAME: Lori Edwards  
TELEPHONE NO: VOICE: (850) 576-3835, EXTENSION: 209  
(Toll-Free Preferred) OTHER: ( ) \_\_\_\_\_; FAX: (850) 574-3788  
EMAIL ADDRESS: Lori@eliroberts.com

**2.10 WHERE TO SEND PURCHASE ORDER (if same as 2.5, enter "Same as 2.5")**

COMPANY NAME: Same as 2.5  
MAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
(City) (State) (Zip Code+4)

## SECTION 3 – STATEMENT OF WORK/SPECIFICATIONS

3.1. **Specifications**

Pricing shall be based on **Daily** price for each product for all companies at the Bainbridge, Albany, or St. Marks Terminal as reported by the Oil Price Information Service (OPIS), plus a firm add-on or discount. Successful vendor shall furnish pricing option for source terminals. The firm add-on or discount may include the vendor's profit, delivery costs, and any other cost the vendor wishes to include. The firm add-on or discount shall not change during the term of the contract. Vendor may elect to bill for either gross volume delivered or the temperature corrected volume delivered. Bidder must indicate this option on the bid form and may not change this during the term of the contract. The Petroleum Inspection fee and Florida and local option road use tax shall be added at the time of invoicing and shall be shown separately. No other charges shall be added.

3.2. **Technical Specifications**

All unleaded gasoline and ultra-low sulfur #2 diesel fuel must meet or exceed the specifications noted below as provided by the Divisions of Standards, Bureau of Petroleum Inspection, Department of Agriculture, and Consumer Services State of Florida, Tallahassee, Florida.

Unleaded gasoline must have a minimum octane rating of 87. My product meets the BMW unlimited mileage test for the detergent package.

YES: \_\_\_\_\_ NO: \_\_\_\_\_

Ultra low sulfur diesel #2 fuel must meet ASTM Specifications D975.

3.3. **MSDS Statement**

The vendors that will be supplying each location with an MSDS sheet for each product delivered to them.

3.4. **Gasoline – Unleaded – 87 Octane**

5f-2.001 Standards (1) Gasoline:

The following specifications apply generally to all gasoline offered for sale in Florida. Specific variations or exemptions may be made for gasoline designed for special equipment or service, and for which it can be demonstrated that the distribution will be restricted to such uses.

(a) The gasoline shall be volatile hydrocarbon fuel, with or without additives, visually free of un-dissolved water, sediment, and suspended matter, and shall be clear and bright at the ambient temperature of 70 degrees Fahrenheit (21 degrees Centigrade), whichever is higher.

- (b) Distillation Range-ASTM Method D86
  - 1. The 10% evaporated temperature shall not exceed 140 degrees Fahrenheit (60 degrees Centigrade) except that during the months of November, December, January, February, and March, this temperature shall not exceed 131 degrees Fahrenheit (55 degrees Centigrade)
  - 2. The 50% evaporated temperature shall not be less than 170 degrees Fahrenheit (77 degrees Centigrade) and shall not exceed 240 degrees Fahrenheit (116 degrees Centigrade) except that during the months of November, December, January, February, and March, this temperature shall not exceed 235 degrees Fahrenheit (113 degrees Centigrade).
  - 3. The 90% evaporated temperature shall not exceed 365 degrees Fahrenheit (185 degrees Centigrade).
  - 4. The End Point shall not exceed 437 degrees Fahrenheit (225 degrees Centigrade).
  - 5. The residue shall not exceed 2%.
- (c) Vapor-Liquid Ration-ASTM method D5188. The temperature at which the vapor-liquid ratio of 20 to 1 shall not be less than 124 degrees Fahrenheit (51 degrees Centigrade) except that during the months of November, December, January, February, and March, this temperature shall not be less than 116 degrees Fahrenheit (47 degrees Centigrade) on gasoline sold at retail.
- (d) Reid Vapor Pressure-ASTM Method D323. The Reid Vapor Pressure shall not exceed 11.5 pounds per square inch, except during the months of November, December, January, February, and March, this pressure shall not exceed 13,5 pounds per square inch on gasoline sold at retail.
- (e) Corrosion-ASTM Method D130. Copper strip corrosion shall not exceed No. 1 on the test scale after 3 hours at 122 degrees Fahrenheit (50 degrees Centigrade)
- (f) Existent Gum-ASTM Method D381 Max 4 mg/100ml.
- (g) Sulfur shall not exceed 0.008 by weight for unleaded gasoline.
- (h) Antiknock (Octane) Index-ASTM Specification D439. The Antiknock Index shall not be more than one (1.0) less than any Antiknock Index displayed on the dispenser, and in addition not more than one (1.0) less than that specified in the sworn registration, and in addition not more than one (1.0) below that determined by tests of the same gasoline in the bulk tank, tank car or tank truck from which such gasoline was represented to have been delivered or distributed.
- (i) Lead-ASTM-Method 2599, 3229, or 3237. Maximum limitations for lead content designation are shown in Table 1.

(i) TABLE 1

Requirements for Designation of Lead Content in Gasoline Unleaded no intentional addition of lead compounds. May not contain more than 0.05 gram of lead per gallon.

3.5. ULTRA LOW SULFUR DIESEL GRADE NO. 2D FUEL OIL

- (a) Water and Sediment – ASTM Method D270 or D1796  
Water and sediment shall not exceed 0.05 percent by volume.
- (b) Flash Point – ASTM Method D93 (referee)  
The flash point shall be no less than 100 degrees Fahrenheit (38 degrees Centigrade).

Alternate Test Method D56 can be used provided the flash point is below 790C and the viscosity is below 5.5 mm<sup>2</sup>/S at 400C.

- (c) Cloud Point – ASTM Method D2500 (referee) or ASTM Method D3 117  
The cloud point or wax appearance point shall be no more than 6 degrees Centigrade above the tenth percentile minimum ambient temperature for the area in the fuel will be used. Reference – ASTM D975
- (d) Carbon Residue – ASTM Method D524  
Carbon Residue shall not exceed 0.35 percent Ramsbottom carbon residue on 10 percent distillation residue.
- (b) Ash – ASTM Method D482  
Ash shall not exceed 0.01 percent by weight
- (f) Distillation Temperature – ASTM Method D86  
The 90 percent evaporated temperature shall be not higher than 550 degrees Fahrenheit (288 degrees Centigrade)
- (g) Viscosity – ASTM Method D445.  
The kinematic viscosity measured at 104 degrees Fahrenheit (940 degrees Centigrade shall be no less than 1.3 or more than 2.4 centistokes.
- (h) Sulfur – ASTM Method D5453 or D2622  
Sulfur shall not exceed 0.0015 percent by weight.
- (i) Corrosion – ASTM Method D130  
Corrosion shall not exceed the number 2 classification when compared to ASTM copper strip standards after 3 hours at 122 degrees Fahrenheit (50 degrees Celsius).
- (j) Cetane Number – ASTM Method D6 13  
Cetane number shall be no lower than 40

### 3.6. **DIESEL FUEL ADDITIVE**

Shall be compliant and effective with all diesel fuels, including Ultra Low Sulfur Diesel and Biodiesel. Shall provide maximum fuel lubrication, improve diesel fuel's resistance to thermal and oxidative degradation, prevent gumming up of fuel system, and provide an inhibitor for corrosion and rust.

### 3.7. **DELIVERY SPECIFICATIONS**

- (a) FOB the City of Tallahassee, specified location, in 24 hours or less from the receipt of the order from the designated representative of each of the locations. In the event delivery is not met within the given 24 hours, the using department at its option may purchase fuel from other sources. Provided, however, that contractor shall not be liable to the City or any of its departments due to (1) the actions of any State or Federal agency or official restricting the use of fuel during a State or Federal state of emergency, or (2) a natural disaster which prevents Contractor from obtaining supplier of fuel.
- (b) Each location will be responsible for ordering its own gasoline and diesel fuel. An invoice or BOL will be left at each location for each delivery and will be priced according to the current OPIS published price. Each invoice shall have the contract number, purchase order, and bid number on them.



- (c) All deliveries of 1,000 gallons or less will be made with trucks equipped with meters. All other deliveries would be preferred metered also. If the delivery truck is not metered, on-site personnel will dip tanks before and after delivery.
- (d) In the event of any fuel shortage, it shall be the responsibility of the contractor to do the following:
  - (1) Service the City of Tallahassee first, with the understanding that the Military would take precedence.
  - (2) Intercede on behalf of the City of Tallahassee with regulatory authority to make a good faith effort to assure that the City's allocated fuel quantities are not reduced below those specified in this bid. The supplier will be responsible for maintaining proper Federal or State mandated allocations should they occur.
  - (3) The City of Tallahassee reserves the right to utilize other available suppliers, without penalty, should the contractor be unable to meet their demand under such circumstances.
- (e) All delivery vehicles making deliveries to Fleet Management and Tallahassee Police Department must meet the latest DEP regulations for vapor recovery.
- (f) Star Metro will verify their deliveries by ICC rules. Tankers are marked and sealed at the terminal, this will be checked on arrival, the terminal invoice is to be sent with the driver and they will also do a stick reading. The diesel being delivered in separate compartments (approximately 3,600 gallons each side) is to have maximum deviation of ten (10) gallons up or down per compartment.
- (g) Unleaded Gasoline: 250 gallons via tank truck  
8,600 gallons via transport
- (h) Delivery times are as shown Monday through Friday at each location:
 

|                                      |                        |
|--------------------------------------|------------------------|
| 1. Fleet Fueling Station-----        | 7:30 A.M. To 3:30 P.M. |
| 2. TPD-----                          | 6:30 A.M. To 2:00 P.M. |
| 3. Star Metro-----                   | 9:00 A.M. To 4:00 P.M. |
| 4. Hilaman-----                      | 7:30 A.M. To 3:30 P.M. |
| 5. Hopkins Power Plant-----          | 7:00 A.M. To 3:30 P.M. |
| 6. Purdom Power Plant, St Marks----- | 7:00 A.M. To 3:30 P.M. |
| 7. Diesel Fuel Truck-----            | 8:00 A.M. To 4:00 P.M. |
- (i) The City will require a pick-up station for its Diesel Fuel delivery truck. Minimum pick-up will be 1,000 gallons. There will be approximately ten pick-ups per month.  
  
Please list pick up site within City Limits  
  
\_\_\_\_\_
- (j) Preferred billing will be temperature-controlled method.

- (k) The City of Tallahassee will attempt to pay all fuel invoices within ten (10) days after receipt of invoice.

Invoice for deliveries to the Fleet Fuel Station at 400 Dupree Street, and the Police Department should be sent to:

**City of Tallahassee – Fleet Management  
Parts Supervisor  
400 Dupree Street Tallahassee, Florida 32304**

All other invoices should be directed to:  
**City of Tallahassee – Fleet Management  
Parts Supervisor  
400 Dupree Street Tallahassee, Florida 32304**

(m) **OPTION BID SPECIFICATIONS**

Should the City need to change the octane rating for unleaded gasoline during the time this contract is in force, would your overhead rate remain the same?

YES \_\_\_\_\_ NO \_\_\_\_\_

If not give firm overhead rates

87 Octane Unleaded: \_\_\_\_\_ % Overhead

Premium Unleaded: \_\_\_\_\_ % Overhead

This change in octane rating would occur only after written notification to the successful vendor by the City with up to thirty (30) days advance notice.

Diesel – City Pick-up: 1,000 gallons----City Truck

| <u>Location</u>   | <u>Tank Quantities (Gallons)</u>         | <u>Location of Tank</u>    |
|---|--|----------------------------|
| Fleet Fueling Station<br>400 Dupree Street<br>Tallahassee, FL 32304<br>Contact: Michael Corrigan<br>(850) 891-5664                  | (3) 12,000 Unleaded<br>(3) 12,000 Diesel | Aboveground<br>Aboveground |
| Tallahassee Police Department<br>234 East 7 <sup>th</sup> Avenue<br>Tallahassee, FL 32301<br>Contact: Tim Bennett<br>(850) 891-4336 | (1) 30,000 Unleaded                      | Underground                |

|   |  |                            |
|---|--|----------------------------|
| Star Metro<br>555 Appleyard Drive<br>Tallahassee, FL 32304<br>Contact: Bill Stegall<br>(850) 891-5218 | (1) 10,000 Unleaded<br>(2) 12,500 Diesel | Aboveground<br>Aboveground |
| Hilaman Golf Course<br>2737 Blairstone Road<br>Tallahassee, FL 32301<br>Contact:<br>(850)             | (1) 550 Unleaded<br>(1) 550 Diesel       | Aboveground<br>Aboveground |
| Hopkins Power Plant<br>Geddie Road<br>Tallahassee, FL 32304<br>Contact:<br>(850)                      | (1) 500 Unleaded                         | Aboveground                |
| Purdom Power Plant<br>Highway 363<br>St. Marks, FL 32355<br>Contact:<br>(8500)                        | (1) 500 Unleaded                         | Aboveground                |
| Miscellaneous City locations as required  |  | Tank Truck                 |

The City reserves the right to add or delete locations as required.

3.8. **Fuel Storage**

The successful bidder must have ownership of a storage facility/tank bulk yard, with a minimum of 20,000-gallon capacity of gasoline and diesel each. They must be located within one of the following counties (Leon, Wakulla, Gadsden and Jefferson) this allows enough fuel products to effectively be stored to service this contract in the event of an emergency or the inability to obtain fuel products from the terminal.

3.9. **Hurricane Requirements**

In accordance with Hurricane Requirements recently passed, by the state of Florida, the successful vendor shall be 100% in compliance with the following requirements:

1. The law requires that a bulk plant must have a generator transfer switch and appropriate generator ready in the event the power is lost.

PLEASE STATE 100% COMPLIANCE OR NON-COMPLIANCE. \_\_\_\_\_

### 3.10 Service Requirements

1. Bidder must own trucks/tankers and have operators capable of fueling the City's remote locations.
2. Bidder is required to have portable fuel storage tanks available that can be located at remote sites in the event of an emergency.
3. Bidder must allow twenty four hour access to fuel storage facility by City of Tallahassee personnel in order to load the City's fuel trucks.
4. Bidder is required to have a minimum of one Fuel master certified service technician.
5. In the event of any emergency situation the vendor will be required to make deliveries on an as needed basis anytime day or night with the City of Tallahassee being given top priority. 24 hour availability and 4 hour response time is mandatory under these conditions

## SECTION 4 - CONTRACT MANAGEMENT

### 4.1 CITY REPRESENTATIVES

#### 4.1.1 CONTRACT ADMINISTRATOR

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but not limited to --

- a. Overall liaison between the City and the Contractor.
- b. Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations; etc).
- c. Assist and advise City departments and subordinate units on purchasing matters.
- d. Resolve conflicts between the City and contractor, when such conflicts cannot be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

#### 4.1.2 TECHNICAL REPRESENTATIVE(S)

Duties include, but not limited to --

- a. Serve as liaison between the PSO and the Contractor on technical issues.
- b. Place orders against this contract, if applicable.
- c. Conduct evaluation and report on contractor's performance.
- d. Reviews and recommends action on contractor payment requests.
- e. Alerts the Contract Administrator of developing and unresolved problems.

### 4.2 CONTRACTOR REPRESENTATIVES

The Contractor's representatives on this contract responsible for contract management are those persons identified by the contractor in "Section 2" of this contract and as required by any other clause to this contract.

### 4.3 CHANGES TO DESIGNEES

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, etc) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

## SECTION 5 - MISCELLANEOUS CONTRACT CLAUSES

### 5.1 INSURANCE REQUIREMENTS

a. **Prior to commencing work**, the Contractor shall procure and maintain at Contractor's own cost and expense throughout the Term of the contract the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:

(1) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

(2) Business Automobile/Umbrella Liability Insurance- \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(3) Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

c. **Other Insurance Provisions**

(1) Commercial General Liability and Automobile Liability Coverage

- (i) The City Insureds are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.
- (ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.

(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) **Workers' Compensation and Employers' Liability and Property Coverage**

The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of Contractor in the performance of services under this contract.

(3) **All Coverage**

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.

(ii) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach.

(iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

d. **Acceptability of Insurers**

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

e. **Verification of Coverage**

Vendors are reminded that regardless of what the State of Florida requirements for insurance are (Including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for firms wishing to enter into a contract with the City. Bidders, must supply proof with their bid, of insurance meeting the above mentioned requirements or provide a letter from an authorized agent of Florida admitted insurers stating that if awarded a contract the vendor will be eligible to buy insurance in the amounts required by the contract. Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this clause. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

f. **Subcontractors**

Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

5.2 **PAYMENTS**

a. The City shall pay the Contractor upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract for supplies delivered and/or services rendered and accepted, less any deductions provided in this contract.

b. It is the policy of the City of Tallahassee to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Section 218.70 Florida Statutes

5.3A **SUBMITTAL OF PROPER INVOICES**

a. The Contractor shall submit an invoice at the end of every delivery, in which services were rendered [or in which supplies were delivered] and accepted, by one of the following methods:

(1) **Mail:** Accounts Payable, 400 Dupree St, Tallahassee, FL 32304

(2) **Deliver:** Parts Department, 400 Dupree St, Tallahassee, FL 32304

NOTE 1: At the request of the user-department, a copy of the invoice may be submitted to the project manager or designee at an address to be supplied.

NOTE 2: If payment has been made utilizing a City Purchase/Credit Card then the invoice must be sent to the attention of and address for the individual who made the purchase. The Invoice should indicate that payment has been with a Purchase Card.

b. Accounts Payable Contact Telephone: (850) 891-5248; Fax: (850) 891-5462

c. A proper invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Invoice number (contractor is encouraged to assign an identification number);

(4) Contract number, if applicable;

(5) City's Purchase Order number, if applicable;

(6) Contract line item number (if applicable);

(7) Descriptions, quantities, units of measure, unit prices, and extended price of each item;

(8) Terms of any prompt payment discounts offered;

(9) Name and address of official to whom payment is to be sent;

(10) Federal Identification Number or Social Security Number (whichever applies)

#### 5.3B **BIZ-e (ONLINE BUSINESS PORTAL)**

a. The City of Tallahassee (City) has created a new electronic business portal, appropriately named **BIZ-e**, which will save vendors time and money. BIZ-e is free and open to all vendors doing business with the City; this also includes vendors that do business with any of the three separate agencies supported by the City's Procurement Services Division (Blueprint 2000, Capital Regional Transportation Planning Agency, and Consolidated Dispatch Agency).

b. This new electronic business portal will serve as a safe and secure online self-service tool, allowing registered vendors to access important procurement and payment information at their convenience (make changes to contact information, or view the status of their invoices, purchase orders, and payments).

c. **Registration:** As part of the registration process, you will be asked to provide your vendor name, address, phone, email and contact information. As an option you can even select your own user ID or a generic one will be provided. To initiate your registration on the BIZ-e system, please go to <http://www.talgov.com/dma/biz-e.aspx>.

d. If you have questions or concerns on the BIZ-e system, please submit them via Talgov.com at <http://www.talgov.com/Main/email.aspx?mailto=vendors>.

#### 5.4 **INDEPENDENT CONTRACTOR STATUS**

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with such requirements, and the Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.



5.5 **INDEMNIFICATION**

- a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

5.6 **EVALUATION OF SERVICES--FIXED-PRICE**

- a. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.
- c. The City has the right to evaluate all services called for by the contract, to the extent practicable at all times and places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.
- d. Evaluations conducted by the City shall be recorded on a standard City Vendor Performance Evaluation (VPE) form or other appropriate document. Completed VPE forms shall be processed as follows:
  - (1) The City employee conducting the evaluation ("evaluator") shall send the original VPE form to the Contract Administrator.
  - (2) The Contract Administrator shall forward a copy of the completed VPE form to the Contractor.
  - (3) The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, on any VPE form which contains area rated "unsatisfactory". As a minimum, the Contractor's written reply must explain the courses of action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a VPE form shall also be maintained with the contract filed at the PSO.
- e. If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the City may--
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may--
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

- (g) All completed VPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts

5.7 **CHANGES--FIXED-PRICE**

- a. The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- c. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.
- e. Failure of the parties to mutually agree to any adjustment shall be resolved under the **Disputes** clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5.8 **DISPUTES**

- a. All disputes arising under or relating to this contract shall be resolved under this clause.
- b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause; however, such request may become the basis for a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within one (1) year after accrual of the claim to the Contract Administrator for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Procurement Services Office.
  - (1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  - (2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
  - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- d. For Contractor-certified claims, the Procurement Services Office must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. The decision of the Procurement Services Office shall be final.
- f. If the claim by the Contractor is submitted to the Procurement Services Office or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Procurement Services Office in writing, of the Contractor's specific reasons for rejecting the request.
- g. The City shall pay interest at the rate prescribed by Florida Statute 218.74(4) on the amount found due and unpaid from --

- (1) the date that the Procurement Services Office receives the claim (certified, if required); or
- (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

h. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Procurement Services Office.

**5.9 NOTIFICATION OF LABOR DISPUTES**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

**5.10 NOTIFICATION OF OWNERSHIP CHANGES**

a. The Contractor shall notify the Procurement Services Office within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur.

b. The Procurement Services Office reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes may affect any cost and pricing data required by the contract, if applicable. For this purpose, the Contractor shall:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the Procurement Services Office ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

**5.11 NOTIFICATION OF BANKRUPTCY**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract has been made.

**5.12 PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for such replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the Procurement Services Office. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

5.13 **TERMINATION**

- a. If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this Contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.
- b. In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Contract or otherwise.

5.14 **AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS**

Funds may not be available for performance under this contract beyond September 30 of each year included in this contract. The City's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for this contract.

5.15 **EXTENSION OF CONTRACT (not exceed six (6) months)**

After completion of the basic contract period and any yearly extension, the City may require continued performance of any services within the limits and at the rates specified in the contract. The extension provision may be exercised monthly or quarterly, but the total extension of performance hereunder shall not exceed six (6) months. The City may extend the services by written notice to the Contractor within thirty (30) calendar days.

5.16 **PURCHASES BY OTHER PUBLIC AGENCIES**

ALL TERM CONTRACTS: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.

5.17 **REQUIREMENTS**

- a. This is a requirements contract for the supplies or services specified and effective for the stated Term. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum", that fact shall not constitute the basis for an equitable price adjustment.

- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations and Requirements clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Except as this contract otherwise provides, the City shall order from the Contractor all the supplies or services described in the Price Schedule that are required to be purchased by the City department(s) or division(s) specified in the contract.
- d. The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- e. If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- f. Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the Term.

5.18 **ORDERING**

- a. Any items to be furnished under this contract shall be ordered by issuance of purchase orders by City departments or activities, as specified in the contract. Such purchase orders may be issued at any time during the Term of this contract.
- b. All orders are subject to the terms and conditions of this contract. In case of a conflict between an order and this contract, the contract shall control.
- c. Orders may be issued orally, by facsimile, by electronic commerce methods.

5.19 **ORDER LIMITATIONS**

With regard to orders placed against this contract --

- a. there is NO minimum monetary limit on single orders;
- b. there is NO minimum or maximum limit on the total orders that can be placed against this contract.

5.20 **WARRANTY OF SERVICES**

- a. Definitions.

"**Acceptance**," as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"**Correction**," as used in this clause, means the elimination of a defect.

- b. Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the "within thirty (30) days from the date of acceptance by the City", or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time. This notice shall state either --
  - (1) That the Contractor shall correct or re-perform any defective or nonconforming services;
  - or
  - (2) That the City does not require correction or re-performance.
- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any

services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

- d. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

5.21 **PRE-PERFORMANCE CONFERENCE**

- a. The Contract Administrator or Technical Representative of the City reserves the right to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and will be filed with the contract.
- b. The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

5.22 **MATERIAL SAFETY DATA**

- a. The contractor shall submit a Material Safety Data Sheet, in accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the contractor's bid. Data shall be submitted whether or not the contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the contractor for default.
- b. The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.
- c. During performance of the contract, if there is a change in the composition of the item(s) which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contract Administrator and submit complete and accurate data.
- d. Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, Contractor, or subcontractor personnel or property.
- e. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) regarding hazardous materials.
- f. The City's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the City for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The City is not precluded from using similar or identical data acquired from other sources.

5.23 **EXTENSION OF CONTRACT TERM**

Upon mutual agreement between the Contractor and the City, this contract may be extended for two (2) three year periods at the conclusion of the basic contract term by written notice to the Contractor within (30) calendar days before the contract expires.

5.24 **CITY-FURNISHED PROPERTY**

- a. The City shall deliver to the Contractor, at the time and locations stated in this contract, the City-furnished property described in the statement of work/specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the City shall equitably adjust affected terms and conditions of this contract in accordance with the Changes clause when--
  - (1) The Contractor submits a timely written request for an equitable adjustment; and
  - (2) The facts warrant an equitable adjustment.
- b. Title to City-furnished property shall remain with the City. The Contractor shall use the City-furnished property only in work performed under this contract. The Contractor shall maintain adequate property control records and will make such records available for City evaluation at all reasonable times.
- c. Upon delivery of City-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--
  - (1) For reasonable wear and tear;
  - (2) To the extent property is consumed in performing this contract; or
  - (3) As otherwise provided for by the terms and conditions of this contract.
- d. Upon completing this contract, the Contractor shall follow the instructions of the Technical Representative regarding the disposition of all City-furnished property not consumed in performing this contract or previously delivered to the City. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the City property, as may be directed or authorized by the Contract Administrator. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the City as directed by the Contract Administrator.

## **SECTION 6 - ATTACHMENTS TO CONTRACT**

### **6.1 ATTACHMENTS INCORPORATED IN FULL TEXT**

The following attachments are incorporated in this contract in full text and become an integral part of the contract: NONE

### **6.2 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated in this contract by reference and become an integral part of the contract, and shall have the same force and effect as if they were incorporated in full text:

- Invitation for Bids No. IFB 0007-18-KM-BC, dated November 5, 2017
- Addendum 1, dated 11/15/17
- Addendum 2, dated 11/22/17
- Addendum 3, dated 11/29/17
- Proposal of the Contractor, dated November 22, 2017



## Crum, Kathy

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**From:** Shepard, Jeff  
**Sent:** Friday, February 23, 2018 4:01 PM  
**To:** Crum, Kathy  
**Cc:** Tyler Jr., Eddie; Milton, Keith  
**Subject:** FW: Fuel Contract w/ Eli Roberts & Sons, Inc.

Kathy, here is Eli Roberts Approval.

**From:** Josh Roberts [mailto:josh@eliroberts.com]  
**Sent:** Friday, February 23, 2018 3:56 PM  
**To:** Shepard, Jeff <Jeffery.Shepard@talgov.com>  
**Cc:** Charlie Roberts <charlie@eliroberts.com>  
**Subject:** RE: Fuel Contract w/ Eli Roberts & Sons, Inc.

Jeff,  
Looks good to me, let me know if I can be of more assistance.

Thanks

Josh

**From:** Shepard, Jeff [mailto:Jeffery.Shepard@talgov.com]  
**Sent:** Friday, February 23, 2018 3:52 PM  
**To:** Josh Roberts <josh@eliroberts.com>  
**Subject:** FW: Fuel Contract w/ Eli Roberts & Sons, Inc.

**From:** Shepard, Jeff  
**Sent:** Thursday, February 22, 2018 4:40 PM  
**To:** 'josh@eliroberts.com' <josh@eliroberts.com>  
**Cc:** Tyler Jr., Eddie <Eddie.Tyer@talgov.com>  
**Subject:** FW: Fuel Contract w/ Eli Roberts & Sons, Inc.

Josh, please review and approve.

**From:** Crum, Kathy  
**Sent:** Thursday, February 22, 2018 4:24 PM  
**To:** Milton, Keith <Keith.Milton@talgov.com>; Shepard, Jeff <Jeffery.Shepard@talgov.com>; Tyler Jr., Eddie <Eddie.Tyer@talgov.com>  
**Subject:** Fuel Contract w/ Eli Roberts & Sons, Inc.

OK...I have finalized/ revised the Contract. Please take a last look. If all appears to be as we discussed, please send to the Contractor (via email) for their blessing.

Thank you –

## Crum, Kathy

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**From:** Shepard, Jeff  
**Sent:** Thursday, February 15, 2018 8:39 PM  
**To:** Crum, Kathy  
**Cc:** Milton, Keith; Tyer Jr., Eddie  
**Subject:** Fwd: Contract w/ Eli Roberts & Sons

Cathy, here is Eli Roberts response.

Sent from my iPhone

Begin forwarded message:

**From:** Josh Roberts <[josh@eliroberts.com](mailto:josh@eliroberts.com)>  
**Date:** February 15, 2018 at 8:35:57 PM EST  
**To:** "Shepard, Jeff" <[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)>  
**Cc:** "Tyer Jr., Eddie" <[Eddie.Tyer@talgov.com](mailto:Eddie.Tyer@talgov.com)>  
**Subject:** RE: Contract w/ Eli Roberts & Sons

Jeff,

The standard of the industry is to price off the OPIS coinciding with the day of delivery. We are happy to accommodate either method but the day of delivery is the standard. Have a great evening and feel free to contact me if I can be of any more assistance.

Thanks

Josh

**From:** Shepard, Jeff [<mailto:Jeffery.Shepard@talgov.com>]  
**Sent:** Thursday, February 15, 2018 5:16 PM  
**To:** Josh Roberts <[josh@eliroberts.com](mailto:josh@eliroberts.com)>  
**Cc:** Tyer Jr., Eddie <[Eddie.Tyer@talgov.com](mailto:Eddie.Tyer@talgov.com)>  
**Subject:** FW: Contract w/ Eli Roberts & Sons

Josh please specify the OPIS pricing date.

**From:** Crum, Kathy  
**Sent:** Thursday, February 15, 2018 4:06 PM  
**To:** Milton, Keith <[Keith.Milton@talgov.com](mailto:Keith.Milton@talgov.com)>; Tyer Jr., Eddie <[Eddie.Tyer@talgov.com](mailto:Eddie.Tyer@talgov.com)>; Shepard, Jeff <[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)>  
**Subject:** FW: Contract w/ Eli Roberts & Sons

Just thinking out loud...is it specified in the Specs which day the OPIS price is determined? The day product is ordered or when it is delivered? Please call me.

**From:** Crum, Kathy  
**Sent:** Thursday, February 15, 2018 3:56 PM

**To:** Milton, Keith <[Keith.Milton@talgov.com](mailto:Keith.Milton@talgov.com)>; Tyer Jr., Eddie <[Eddie.Tyer@talgov.com](mailto:Eddie.Tyer@talgov.com)>; Shepard, Jeff <[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)>

**Subject:** Contract w/ Eli Roberts & Sons

**Importance:** High

Three last issues to address...

As it relates to item 002 (Ultra Low Sulfur Diesel # 2) and Item 003 Ultra Low Sulfur Diesel # 2 (City Pickup Specified), I am assuming Item 002 is meant to be for Delivery (I need to include on the price schedule if yes). Is the delivery fee included in the adder price or is it a separate charge? Also, it is written in for Item 002 that premium additive is included in the adder price listed. Is the premium additive also included for Item 003?

Please verify with the Contractor (via email is acceptable).

Thank you.

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**From:** Milton, Keith

**Sent:** Wednesday, February 14, 2018 12:07 PM

**To:** Crum, Kathy <[Kathy.Crum@talgov.com](mailto:Kathy.Crum@talgov.com)>

**Subject:** FW: Outstanding Contract Issues

Hi Kathy,

I received the notification from Cindy Dickinson regarding contract 4137 Allied Universal being Fully Executed on 2/6/18, and thank you, however I would like to know the status of contract 4136, Eli Roberts & Sons. The current contract is set to expire on 2/28/18, and I need to know if contract 4136 will be approved by Legal before then.

When we last discussed this on Monday, you indicated the Price Sheet requiring a minor change, please advise soon as possible. Thank you.

Keith L. Milton  
Ph. 850/891-8289

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**From:** Milton, Keith

**Sent:** Friday, January 19, 2018 5:38 PM

**To:** Crum, Kathy <[Kathy.Crum@talgov.com](mailto:Kathy.Crum@talgov.com)>; Shepard, Jeff <[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)>; Tyer Jr., Eddie <[Eddie.Tyer@talgov.com](mailto:Eddie.Tyer@talgov.com)>

**Cc:** Dickinson, Cindy <[Cindy.Dickinson@talgov.com](mailto:Cindy.Dickinson@talgov.com)>

**Subject:** RE: Outstanding Contract Issues

Kathy,

See my responses below in red and attached.

Thanks,

Keith L. Milton  
Ph. 850/891-8289

**From:** Crum, Kathy

**Sent:** Friday, January 19, 2018 12:12 PM

**To:** Milton, Keith <[Keith.Milton@talgov.com](mailto:Keith.Milton@talgov.com)>; Shepard, Jeff <[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)>; Tyler Jr., Eddie <[Eddie.Tyer@talgov.com](mailto:Eddie.Tyer@talgov.com)>

**Cc:** Dickinson, Cindy <[Cindy.Dickinson@talgov.com](mailto:Cindy.Dickinson@talgov.com)>

**Subject:** Outstanding Contract Issues

Keith -

Thank you for the revised pages for Contract No. 4137 with Allied. As it relates to Contract No. 4136 with Eli Roberts & Sons, I believe we decided this is meant to be a Requirements type Contract (Indefinite Quantity is checked on Page 1; however, there is a Requirements provision (5.17) on page 21 in Section 5). Attached Corrected page 1 to read Requirements. Also, is the Contract amount going to be increased? Filling in as Exact Amount or Estimate Only? Attached Estimate \$28,000,000 over 5-years. Further, the approval level and date will need to be filled in upon City Commission approval. Attached revised contract shows Purchasing Manager's approval date.

Keith/Jeff/Eddie -

Lastly, we need to verify if any changes are going to be made to the Price Schedule as a result of our meeting/ telephone call. If changes are to be made, I need to have a copy of the finalized version. (See Attached)

Thanks to all for your time, efforts, and input. Let me know if you have any questions.

Kathy Crum  
Legal Assistant to Patrick E. Hurley  
Office of the City Attorney  
850/891-8123

**From:** Milton, Keith  
**Sent:** Thursday, January 18, 2018 1:08 PM  
**To:** Crum, Kathy <[Kathy.Crum@talgov.com](mailto:Kathy.Crum@talgov.com)>  
**Subject:** Contract No. 4137 Allied Universal

Hi Kathy,

Please see attached draft contract with revised page 1 and 3 as previously discussed. Please let me know if anything additional is needed.

Also let me know if you are awaiting any changes on my part on contract #4136 for the Fuel for Fleet?

Thanks,

Keith L. Milton  
Ph. 850/891-8289

**From:** Milton, Keith  
**Sent:** Tuesday, January 16, 2018 12:25 PM  
**To:** Crum, Kathy <[Kathy.Crum@talgov.com](mailto:Kathy.Crum@talgov.com)>  
**Cc:** Shepard, Jeff <[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)>; Tyer Jr., Eddie <[Eddie.Tyer@talgov.com](mailto:Eddie.Tyer@talgov.com)>; Dickinson, Cindy <[Cindy.Dickinson@talgov.com](mailto:Cindy.Dickinson@talgov.com)>  
**Subject:** RE: Contract No. 4136 w/ Eli Roberts & Sons - Petroleum

Kathy,

Thanks for the follow up regarding the status of the contract, it was confirmed in discussions with Jeff on Monday, January 8, 2018 that this project requires Commission approval prior to contract approval by Legal. I will continue to work with the department to insure that the contract information is complete, however I'm available to meet with you at any time to resolve any issues and the necessary corrections to the contract.

Keith L. Milton  
Ph. 850/891-8289

**From:** Crum, Kathy  
**Sent:** Friday, January 12, 2018 5:05 PM  
**To:** Milton, Keith <[Keith.Milton@talgov.com](mailto:Keith.Milton@talgov.com)>  
**Cc:** Shepard, Jeff <[Jeffery.Shepard@talgov.com](mailto:Jeffery.Shepard@talgov.com)>; Tyer Jr., Eddie <[Eddie.Tyer@talgov.com](mailto:Eddie.Tyer@talgov.com)>; Dickinson, Cindy <[Cindy.Dickinson@talgov.com](mailto:Cindy.Dickinson@talgov.com)>  
**Subject:** Contract No. 4136 w/ Eli Roberts & Sons - Petroleum

Keith,

As we discussed, this will need to go before the City Commission for approval before Mr. Hurley will sign off for approval as to form. The

Department is working on preparing the agenda item and also indicated that a change needs to be made to the Contractor Prices listed in Section 1 – Price Schedule. It is my understanding this change has been cleared through your office.

As it relates to the issues I found, I do not see a pricing index (referenced or linked), there is language left over from the original bid package that needs to be removed in Section 1 (just after the price list on page 4), clarification is needed as to whether this is to be set up as an Indefinite Quantity or Requirements type Contract (Indefinite Quantity is checked on page 1; however, there is a Requirements provision (5.17) on page 21 in Section 5, and the wording in the section identified as Extension of Contract Term (Bilateral) is confusing. Also, the section numbers stopped with 5.21 – Pre-Performance Conference.

I did speak with Jeff this afternoon. He mentioned that OPIS is the website for the pricing index. This needs to be incorporated into the document.

Let's discuss or plan to meet to get this resolved. As always, thank you for your time and attention to this matter.

Thank you.

Kathy Crum  
Legal Assistant to Patrick Hurley  
Office of the City Attorney  
850/891-8123



### Agenda Item Details

|                    |   |
|--------------------|---|
| Meeting            | Jan 31, 2018 - City Commission Meeting & Summary  |
| Category           | 9. CONSENT  |
| Subject            | 9.02 Award Contract for Continuation of Price Agreement - Petroleum Products IFB 0012-18-KM-BC -- Jeff Shepard, Fleet Management  |
| Type               | Action (Consent)  |
| Fiscal Impact      | Yes   |
| Dollar Amount      | 5,624,580.70  |
| Budgeted           | Yes   |
| Budget Source      | 530030 - Fleet COGS - Fuel Operating Budget   |
| Recommended Action | Option 1: Award Contract for Continuation of Price Agreement - Petroleum Products IFB 0012-18-KM-BC and authorize staff to enter into a contract for the period March 1, 2018 through March 1, 2023 for petroleum products. If mutually agreeable to both the City of Tallahassee and Eli Roberts & Sons, Inc. (2) three-year extensions can be executed. |

For more information, please contact: Jeff Shepard, Fleet Management 850-891-5656

### *Statement of Issue*

Staff requests City Commission approval to award a contract to the only bidder, Eli Roberts & Sons, Inc. of Tallahassee, Florida.

Procurement Services advertised and requested bids for the purpose of entering into a continuing price agreement for petroleum products (Gas and Diesel fuel) for a term of five-years. This fuel will be used for City Fleet vehicles, equipment and generators. Specifications were down loaded by six firms with one firm, Eli Roberts & Sons, Inc. of Tallahassee, Florida responding.

### *Recommended Action*

Option 1: Award Contract for Continuation of Price Agreement - Petroleum Products IFB 0012-18-KM-BC and authorize staff to enter into a contract for the period March 1, 2018 through March 1, 2023 for petroleum products. If mutually agreeable to both the City of Tallahassee and Eli Roberts & Sons, Inc. (2) three-year extensions can be executed.

### *Fiscal Impact*

Annual expenditures are estimated at \$5,624,580.70. There are sufficient funds in the Fleet Operating Budget to cover the cost of the contract.

The Offices of Resource Management and Procurement have reviewed this agenda item and concur that it meets budgetary and procurement guidelines.

### Supplemental Material/Issue Analysis

***History/Facts & Issues***

Eli Roberts & Sons, Inc. has been the supplier of petroleum products for the past ten years and has served the City of Tallahassee very well during this time. The pricing is set using the following criteria. (i) Fuel prices are based on the national pricing index (OPIS); this index sets the cost to be charted at the Bainbridge Ga. or St Marks FL terminals , including applicable taxes , by all entities purchasing fuel, (ii) Transportation cost and surcharges are included in the fuel adder (all cost above fuel prices) Specifications were downloaded by six firms with one firm, Eli Roberts & Sons, Inc. of Tallahassee, Florida responding.

As part of the annual budget process, the City Commission appropriates funding in the operating budget to supply City Fleet vehicles, equipment and generators, with petroleum products (Gas & Diesel fuel). The bid establishes a five-year contract with (2) three-year extensions for renewal.

***Options***

1. Award Contract for Continuation of Price Agreement - Petroleum Products IFB 0012-18-KM-BC and authorize staff to enter into a contract for the period March 1, 2018 through March 1, 2023 for petroleum products. If mutually agreeable to both the City of Tallahassee and Eli Roberts & Sons, Inc. (2) three-year extensions can be executed.

Pros: Continued fuel supply from a reliable vendor to ensure continued Fleet operations. Local storage and service for emergency situations and quick response times.

Cons: None identified.

2. Do not award Contract for Continuation of Price Agreement - Petroleum Products IFB 0012-18-KM-BC, and do not authorize staff to enter into a contract for the period March 1, 2018 through March 1, 2023 for petroleum products.

Pros: None identified.

Cons: Disruption of dependable fuel supply for Fleet operations. Lapse in a contract for fuel purchase requiring a new solicitation to be advertised.

3. Provide staff with alternative direction.

***Attachments/References***

Price Schedule

Price Schedule.pdf (1,920 KB)



# CONTRACT

## Between the City of Tallahassee ("City) and Eli Roberts & Sons ("Contractor")

*add enc.*  
CONTRACT NO. 4136

**SUBJECT OF CONTRACT:** Continuing Price Agreement Petroleum

**CONTRACT AMOUNT:**

- Exact Amount: \$ \_\_\_\_\_
- Not To Exceed (NTE): \$ \_\_\_\_\_
- Estimate Only (EST): \$22,000,000. Over 5 -Years
- Exact Amount: \$ \_\_\_\_\_  
(Subject to allowed adjustments as specified elsewhere in the contract.)
- incorrect*

**LINE ITEMS AWARDED:** All Items

**CONTRACT TERM:**

The performance period ("Term") of the resultant contract will be as follows:

- (a) Basic Term: Five -Years, effective March 1, 2018 through February 28, 2023.
- (b) Permitted, but Not Exercised Extension Period(s) Not to exceed two (2), three year periods beyond initial expiration date (See Section 5.15)

*Adjustment*

*5 (2) 1/3 1/3*

| CONTACT PERSONNEL  |   |
|--|---|
| Contract Administrator: Keith Milton<br>Telephone Number: (850) 891- 8289<br>Fax Number: (850) 891-0967, 8796, or 8788<br>Email: keith.milton@talgov.com   | Technical Representative: Eddie Tyer<br>Telephone Number: (850) 891- 5663<br>Email: Eddie.Tyer@talgov.com   |
| FOR CITY OF TALLAHASSEE INTERNAL USE ONLY  |   |
| <p><b>Type of Contract (Check One)</b></p> <p><input type="checkbox"/> Firm Fixed Price</p> <p><input checked="" type="checkbox"/> Fixed Price w/Economic Price Adjustment (Index Plus adder)</p> <p><b>Type of Quantity Delivery (Check One)</b></p> <p><input type="checkbox"/> Definite Quantity</p> <p><input checked="" type="checkbox"/> Indefinite Quantity <i>fix</i></p> <p><input type="checkbox"/> Requirements</p> | <p><b>Type of Contract Award (Check One)</b></p> <p><input checked="" type="checkbox"/> Single Award</p> <p><input type="checkbox"/> Split Award</p> <p><input type="checkbox"/> Multiple Award</p> <p style="font-size: 1.5em; transform: rotate(-15deg);"><i>Not approved by City Commission.</i></p> |
| <b>Approval Level:</b> _____   | <b>Approval Date:</b> _____   |

RECEIVED CITY TREASURER-CLERK

**SECTION 1 - PRICE SCHEDULE**

(This page must be submitted with bid and shall become an integral part of the resultant contract.)

Bidder Name: Eli Roberts & Sons

**THE CONTRACTOR AGREES --**

To furnish the below listed items of supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

**PRICE RELATED FACTORS**

1. The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, etc, unless any of these factors are listed below as a separate line item.
2. Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees, and
3. The Contractor is not exempt from the Florida Sales Tax on materials or services.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that—

- (1) The prices set forth in the price schedule have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.
- (2) The prices set forth in the price schedule will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.
- (3) No attempts have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (4) Bidders must submit bids based on the bidding requirements/specifications in this IFB. Unless specifically requested in this solicitation, alternate or optional bids will not be considered for award and may render the entire submitted bid as non-responsive.

**CONTRACTOR PRICES**

| ITEM NO. | ITEM DESCRIPTION                          | ESTIMATE 1-YR QTY | UNIT | ADDER OR DISCOUNT PER GAL              | TOTAL AMOUNT |
|----------|---|-------------------|------|--|--------------|
| 001      | Unleaded-87<br>Octane -E-10               | 900,000           | GL.  | \$ 0.039                               | *\$ 35,100   |
| 002      | Ultra Low Sulfur Diesel #2                | 1,500,000         | GL.  | \$ 0.0605<br>Includes Premium Additive | \$ 90,750    |
| 003      | Ultra Low Sulfur Diesel #2<br>City Pickup | 80,000            | GL.  | \$ 0.125                               | *\$ 10,000   |

|   |  |                |     |   |  |
|---|--|----------------|-----|---|--|
| 004   | Unleaded-87<br>Octane – E-10<br>City Pickup                        | Unknown<br>(1) | GL. | \$ 0.125  | *\$ 0.125  |
| 005   | Delivery of fuel to remote Mini Fuel sites: <b>Delivery Charge</b> | Unknown        | GL. | OPIS Avg. (+) \$0.15<br>(+) \$35 Remote Site Delivery Fee |  |
| 006   | DEF-Diesel Exhaust Fluid   | Unknown        | GL. | \$ 1.80   | To be Reviewed Annually  |
| 007   | Non Ethanol Gasoline   | Unknown        |     | OPIS Albanu (+)   | \$0.15 CITY PICKUP<br>\$0.20 Delivered (+) \$35 Remote Deliv Fee |
| Estimated Total Cost to City of Tallahassee (Items 1-4) |  |                |     |   | *\$ 135,850.125  |

\* After receipt of order.

ADDITIONAL COMMENTS/REQUIREMENTS:

\* AWARD WILL BE BASED ON ITEMS 001 Through 004 ONLY.

\*\* ARO: AFTER RECEIPT OF ORDER. MAY BE USED AS AN AWARD FACTOR.

\*\*\* CITY OF TALLAHASSEE PURCHASING CREDIT CARD (P-CARD):

BIDDER CHECK ONE (✓): WILL ACCEPT \_\_\_\_\_; WILL NOT ACCEPT ✓

NOTE: ABOVE UNIT PRICES MUST INCLUDE ANY P-CARD TRANSACTION PROCESSING FEE.

\*\*\*\*BIDDERS MUST SUBMIT BIDS BASED ON THE BIDDING REQUIREMENTS/SPECIFICATIONS IN THIS IFB. UNLESS SPECIFICALLY REQUESTED IN THIS SOLICITATION ALTERNATE OR OPTIONAL BIDS WILL NOT BE CONSIDERED FOR AWARD, AND MAY RENDER THE ENTIRE SUBMITTED BID AS NON-RESPONSIVE

Tax Ledger  
2017

E-10 - 0.39187

Marine - 0.39211

ULSD - 0.34086

CONTRACTOR PRICES

Tax Ledger  
2018

E-10 - 0.39789

Marine - 0.3981

ULSD - 0.34685

Reference Only

OPIS index date used 12-7-2017

| ITEM NO.  | ITEM DESCRIPTION  | ESTIMATE 1-YR QTY | UNIT | UNIT PRICE PER GAL (BASE)   | TOTAL AMOUNT |
|---|---|-------------------|------|-----------------------------|--------------|
| 001   | Unleaded-87 Octane- E-10                                    | 900,000           | GL.  | \$1.6248(B)<br>2.01667(Tax) | \$1,815,003  |
| 001A  | ADDER OR DISCOUNT   | 900,000           | GL.  | \$0.039                     | \$35,100.00  |
| 002   | Ultra-Low Sulfur Diesel #2                                  | 1,500,000         | GL.  | \$1.8894(B)<br>2.23026(Tax) | \$3,345,390  |
| 002A  | ADDER OR DISCOUNT   | 1,500,000         | GL.  | \$0.0605                    | \$90,750.00  |
| 003   | Ultra-Low Sulfur Diesel #2 City Pickup                      | 80,000            | GL.  | \$1.8894(B)<br>2.23026(Tax) | \$178,420.80 |
| 003A  | ADDER OR DISCOUNT   | 80,000            | GL.  | \$0.125                     | \$10,000.00  |
| 004   | Unleaded-87 Octane City pickup- E-10                        | 70,000            | GL.  | \$1.6248(B)<br>2.01667(Tax) | \$1,416,690  |
| 004A  | ADDER OR DISCOUNT   | 70,000            | GL.  | \$0.125                     | \$8,750.00   |
| 005   | Delivery of fuel to remote Mini Fuel sites: Delivery Charge | Unknown           |      | \$35.00                     |              |
| 005A  | ADDER OR DISCOUNT   | Unknown           | GL.  | \$0.15                      |              |
| 006   | DEF Diesel Exhaust Fluid                                    | Unknown           | GL.  | \$ no index                 | \$           |
| 006A  | ADDER OR DISCOUNT   | Unknown           | GL.  | \$1.80                      |              |
| 007   | Non Ethanol Gasoline  | Unknown           | GL.  | \$2.0252(B)<br>2.41731(Tax) | \$           |
| 007A  | ADDER OR DISCOUNT-CITY PICK UP                              | Unknown           | GL.  | \$0.15                      |              |
| 007B  | ADDER OR DISCOUNT-DELIVERED                                 | Unknown           | GL.  | \$0.20                      |              |
| Annual Estimated Total Cost to City of Tallahassee (Items 1-4A) |   |                   |      | \$                          | 5,624,580.70 |

\*\*\*PRICING WILL BE BASED ON OPIS, ITEMS 1-4A WILL BE USED FOR COST ESTIMATION