Memorandum

MIAMI-DADE COUNTY

Date: March 2, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(O)(1)(J)

Subject: Recommendation for Approval to Award Contract No. RFP683: Gasoline and Diesel Fuel

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to provide gasoline and diesel fuel for County departments.

CONTRACT NO:	RFP683
CONTRACT TITLE:	Gasoline and Diesel Fuel
DESCRIPTION:	Establish a contract with a fuel distributor to provide gasoline and diesel fuel for Miami-Dade County to include an option to purchase alternative fuels such as biodiesel. The fuel distributor is required to maintain an agreement with a terminal operator to provide a fuel supply to the County.
TERM:	Three years with seven, one-year options-to-renew.
APPROVAL TO ADVERTISE:	March 26, 2009
CONTRACT AMOUNT:	$402,566,000 for the initial three-year term of the contract. If the County exercises the seven, one-year options-to-renew, the total contract value will be $1,341,887,000.

ALLOCATION, MANAGING AGENCIES AND FUNDING SOURCES:

Department	Allocation Request	Funding Source
Aviation	$ 2,700,000	Proprietary Revenue
Corrections	$ 180,000	General Fund
Fire Rescue	$ 5,250,000	Fire District Funds
General Services	$189,000,000	Internal Service Funds
Housing	$ 165,000	Federal Funds
Transit	$153,000,000	Proprietary Revenue / General Fund / State and Federal Funds
Police	$ 600,000	General Fund

Park and Recreation	$ 9,000,000	General Fund and Proprietary Revenue
Seaport	$ 525,000	Proprietary Funds
Vizcaya	$ 26,000	Proprietary Funds
Water and Sewer	$ 42,120,000	Proprietary Funds
Initial Three-Year Total	$402,566,000	

METHOD OF AWARD: Awarded to the recommended responsive, responsible vendor based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used.

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
Macmillan Oil Company of Florida Inc. (Local Vendor)	2955 East 11th Avenue Hialeah, FL 33013	Amancio Alonso, President

PERFORMANCE DATA: There are no performance issues with the recommended firm.

COMPLIANCE DATA: There are no compliance issues with the recommended firm.

VENDORS NOT RECOMMENDED FOR AWARD:

BV Oil Company, Inc.
Urbieta Oil Company
Mansfield Oil Company of Gainesville, Inc.
RKA Petroleum Companies, Inc. d/b/a Land and Sea Petroleum
Osher Oil d/b/a Costa Oil
McLure Oil Company (non-responsive)

CONTRACT MEASURES: The Review Committee of February 18, 2009, recommended a Small Business Enterprise selection factor for this contract.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The User Access Program provision will apply. The 2% User Access Program discount will be collected on all purchases where permitted by funding source.

LOCAL PREFERENCE: Applied in accordance with the Local Ordinance and did not affect the outcome.

PROJECT MANAGER:	Ana Gutierrez, General Services Administration (Each Department will appoint a contact person to manage the contract, including fuel delivery and payment on behalf of their Department.)
ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

The County uses approximately 27 million gallons of fuel (E10 gasoline and ultra-low sulfur diesel) each year. As of April 2009, the County has been purchasing biodiesel for equipment. The County currently has a pool of prequalified vendors that participate in weekly price competitions for gasoline and diesel fuel. The pool members purchase fuel from various terminal operators at Port Everglades and resell the fuel to the County. This quotation method is utilized to obtain the best weekly rates. The contract has eight, one-year options-to-renew remaining.

Hurricanes and storms have the potential to affect South Florida or the Gulf of Mexico by disrupting fuel supplies at Port Everglades. When this happens, the County implements a Fuel Conservation Plan, obtains assistance from the State of Florida, and solicits required quantities from the current pool members to secure fuel in order to prevent disruption of critical County services. The pool contract, which is comprised of fuel distributors, provides no guarantee that the County will receive fuel during emergencies from the terminal operators at Port Everglades. The County issued a solicitation for a new contract that will provide a more stable source of fuel supply to the County before, during, and after an emergency. The new contract requires a contractual relationship between the fuel distributor and a terminal operator to provide fuel supplies from Port Everglades to the County. Fuel hauling from alternative sources in the event Port Everglades is closed for any reason is also provided.

The contract pricing is based on a firm, fixed differential added to the cost of fuel posted by the Platts Index. The Platts Index is an accepted industry standard used by terminal operators and fuel distributors. The contract pricing is comparable to current pricing obtained through the quotation method and current pricing obtained by other municipalities in South Florida.

The County will also purchase biodiesel through this contract. Other alternative fuels may be added to the contract at any time. Should the State of Florida mandate a biodiesel component in conventional diesel, the County can add the new fuel specifications. The contract is non-exclusive and the County may, in its sole discretion, purchase fuel from any source to meet its needs and requirements.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 2, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(J)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

/ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(J)
3-2-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH MACMILLAN OIL COMPANY OF FLORIDA, INC. TO OBTAIN GASOLINE AND DIESEL FUEL FOR $402,566,000 FOR THE INITIAL THREE YEAR TERM OF THE AGREEMENT AND $1,341,877,000 IF THE SEVEN ONE YEAR OPTIONS TO RENEW ARE EXERCISED, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN
CONTRACT NO. RFP683

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of MacMillan Oil Company of Florida, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

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The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of March, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.

Richard Seavey

By:_____
Deputy Clerk

Gasoline and Diesel Fuel
Contract No. RFP683

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between MacMillan Oil Company of Florida, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 2955 East 11th Avenue, Hialeah, Florida 33013 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide and deliver gasoline and diesel fuel, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 683 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated June 23, 2009, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure on a non-exclusive basis from the Contractor gasoline and diesel fuel for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 683 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean MacMillan Oil Company of Florida, Inc. and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Change Order" resulting in additions or deletions or modifications to the amount, type or value of the Goods and Services as required in this Contract, as directed and/or approved by the County.

i) The word "Goods" to mean all tangible things purchased in accordance with the provisions of this Contract.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, Goods, and/or Services, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

m) The words "Work" or "Services" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 683 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the Goods and Services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance and provision of all Goods and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required in the provision and performance of the Goods and Services that are necessary for the completion of this Contract. All Goods and Services shall be provided and accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

f) The Contractor acknowledges that this Contract is a non-exclusive contract and that the County may enter into contracts with other persons or entities to provide the same or all of the goods and services provided by the Contractor pursuant to this Contract.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date set forth on the first page and shall continue through the last day of the 36th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for seven (7) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
General Services Administration
111 N.W. 1st Street, Suite 2420
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-4400
Fax: (305) 375-4968

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

MacMillan Oil Company of Florida, Inc.
2955 East 11th Avenue
Hialeah, Florida 33013
Attention: Amancio Alonso, President
Phone: (305) 691-7814
Fax: (305) 693-1880
E-mail: alonso@macmillanoil.net

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR GOODS AND SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Goods and Services to be performed under this Contract. The compensation for the provisions of all Goods and Services performed under this Contract, including all costs associated with such Goods and Services, shall be as specified in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All provisions of Goods and Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor shall submit an invoice to the County's applicable user department after fuel has been delivered to the site by the Contractor. Submittal of these invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. The invoices shall 1) clearly reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted; 2) pricing information to include unit price and extended total price of the goods and services provided and all applicable discounts; 3) description of all goods and services provided; 4) delivery information to include delivery terms set forth within the Miami-Dade County Release Purchase Order and location and date of delivery of goods and services

provided. A copy of a sample invoice is provided (Appendix C) hereto for information purposes.

It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County.

Notwithstanding the forty-five (45) day payment term above, the Contractor has offered and the County has accepted a discounted price if the County pays an invoice within fifteen (15) days from receipt of a proper invoice. The Early Payment Discount Price for such is listed in Appendix B, Price Schedule.

Invoices and associated back-up documentation shall be submitted electronically or in hardcopy duplicate by the Contractor to the applicable County departments as follows:

Aviation Leon Cuellar 4331 NW 22 Street Miami, FL 33122 305-876-8498 lcuellar@miami-airport.com	**Corrections** Mohammad Haq 2525 NW 62nd Street Miami, FL 33147 786-263-5914 haque@miamidade.gov	**Fire Rescue** Marianela Betancourt 9300 NW 41 Street Doral, FL 33178 786-331-4241 mbetan@miamidade.gov	**General Services Adm.** Heman Torres 111 NW 1st Street Miami, FL 33128 305-375-4448 ht8528@miamidade.gov
Housing Alex Penaloza 2103 Coral Way Miami, FL 33128 305-860-1776 apenalo@miamidade.gov	**Park and Recreation** Jorge Rodriguez 275 NW 2nd Street Miami, FL 33128 305-755-7909 jyr@miamidade.gov	**Police Department** Maria Carrasquillo 9105 NW 25 St Miami, FL 33172 305-471-2597 mtcarrasquillo@mdpd.com	**Seaport** Phillip Rose 1015 N. American Way Miami, FL 33132 305-347-4809 seaport@miamidade.gov
Transit Laverne Rentz 3401 NW 31st Street Miami, FL 33142 305-638-7224 lrentz@miamidade.gov	**Water and Sewer** Mercy Ramirez or Patrice Sykes 3071 SW 38th Avenue Miami, FL 33146 (786) 552-8175 merc@miamidade.gov psyke@miamidade.gov	**Vizcaya** Anabel Miro 3251 South Miami Ave Miami, FL 33129 305-860-8425 anabel.miro@vizcayamuseum.org	

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of

this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than *$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage – Endorsement CA 9948 (or equivalent).

   ***Under no Circumstances** is the Contractor permitted on the County's Airport Airside Operations Area (A.O.A.) side without increasing automotive coverage to $5,000,000.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the

County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Goods and Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified

professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all provisions of Goods and Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages,

compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of

any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the

Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that

the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate

evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit*** (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit*** *(Section 2.8-1(d)(2) of the County Code)*
3. ***Miami-Dade Employment Drug-free Workplace Certification*** *(Section 2-8.1.2(b) of the County Code)*
4. ***Miami-Dade Disability and Nondiscrimination Affidavit*** *(Section 2-8.1.5* of the County Code)
5. ***Miami-Dade County Debarment Disclosure Affidavit*** *(Section 10.38 of the County Code)*
6. ***Miami-Dade County Vendor Obligation to County Affidavit*** *(Section 2-8.1 of the County Code)*
7. ***Miami-Dade County Code of Business Ethics Affidavit*** *(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)*
8. ***Miami-Dade County Family Leave Affidavit*** *(Article V of Chapter 11 of the County Code)*
9. ***Miami-Dade County Living Wage Affidavit*** *(Section 2-8.9 of the County Code)*
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit*** *(Article 8, Section 11A-60 11A-67 of the County Code)*
11. ***Subcontracting Practices*** *(Ordinance 97-35)*
12. ***Subcontractor /Supplier Listing*** *(Section 2-8.8 of the County Code)*
13. ***Environmentally Acceptable Packaging***

(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review
According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter

(1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, 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 place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the

Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the

Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. CONTRACTOR LIABILITY

The Contractor shall be solely responsible for all injuries to any and all persons (including death) or damage to property, including but not limited to, property of Miami-Dade County, occurring on account of or in connection with the furnishing and delivering of the petroleum product hereunder. The Contractor shall indemnify and save harmless Miami-Dade County from any and all loss and liability upon any and all claims for damages on account of such injuries to persons (including death) or damage to property or on account of any neglect, fault or default of the Contractor, its subcontractors, Miami-Dade County or their respective agents, servants or employees and from all costs and expenses in suits which may be brought against Miami-Dade County on account of any such injuries to persons, (including death) or damage to property or on account of any such neglect, fault and default as aforesaid. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify Miami-Dade County against any and all claims for injuries to persons (including death) or damage to property occasioned by or resulting from methods or processes in the furnishing and delivering of the petroleum product, or otherwise and irrespective of the actual cause of the accident and irrespective whether such injuries or damages be attributable to negligence of the Contractor, its subcontractors, Miami-Dade County, their respective agents, servants, employees, or otherwise. If compensation for any such injury to person or damage to property shall be included in any judgment or award in any action or proceeding, the Contractor shall upon demand promptly reimburse Miami-Dade County for any payments made by Miami-Dade County on account thereof.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: AMANCIO ALONSO	Name: _____
Title: PRESIDENT	Title: _____
Date: 11/25/2009	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
William P. Putnam COMMISSION # DD799318 EXPIRES: JUN. 22, 2012 WWW.AARONNOTARY.com	_____ Assistant County Attorney

SCOPE OF SERVICES

1. Background

Miami-Dade County uses approximately 30 million gallons of fuel (see fuel types defined in Section 2.5) each year. The fuel is distributed to eleven County departments through numerous storage tank facilities located throughout Miami-Dade County (see Attachment A). The intent of this Contract is for the County to obtain adequate fuel to meet its requirements under normal conditions and during emergency conditions that may disrupt the availability of fuel. The Contractor shall maintain an agreement with a terminal operator that is satisfactory to the County and that guarantees a supply of fuel to the County. The Contractor shall renew any such agreement at least ninety (90) days prior to its expiration date, and provide a duly signed and authorized copy of the renewed agreement to the County within ten (10) days of executing said renewal agreement.

2. Fuel Delivery Services by Local Haulers

The County prefers that the Contractor's fuel haulers which will provide fuel deliveries for this Contract are local businesses (located within Miami-Dade County or Broward County). The Contractor may use it's own resources, or use subcontractors, to provide the fuel deliveries.

3. Fuel Volumes

While this Contract is non-exclusive, the County intends to utilize the Contractor to purchase fuel to meet the County's needs. The following are quantities of fuel purchased by the County in 2008:

A. E10 Gasoline Fuel: 9.5 million gallons
B. Ultra Low Sulfur Diesel Fuel, No. 2: 17.2 million gallons
C. Ultra Low Sulfur Diesel Fuel, No. 2 (Dyed): 3 million gallons

Standards

All fuel shall conform to the latest standards pursuant to the Florida State Department of Agriculture and Consumer Services Division. For fuel with no current standards under the Florida State Department of Agriculture and Consumer Services, the fuel type shall meet all ASTM International standards.

Bio-diesel fuel shall conform to all ASTM International standards and any future amendments thereto.

The Contractor shall comply with product and transportation requirements, regulatory mandates, and environmental standards established by the Florida Department of Transportation (FDOT) and the U.S. Environmental Protection Agency (EPA).

5. Fuel Types and Grades Required

The types of fuel that the County anticipates purchasing are listed below. However, the County reserves the right, at its sole discretion, to change this list by either the deletion or addition of fuel types as may become necessary for the County's needs. When a class, type, or category of fuel is to be added, the County shall provide the specifications for the fuel to the Contractor no less than fifteen (15) days in advance of the first request for such fuel.

1. E10 Gasoline, Regular (to test no less than 87 octane)
2. E10 Gasoline, Mid-Grade (to test no less than 89 octane)
3. E10 Gasoline, Premium (to test no less than 91 octane)
4. Diesel Fuel No. 2 Red-Dyed

5. Diesel Fuel No. 2 Non-Dyed

6. Bio-diesel Fuel (The County will require a 5% or greater bio-diesel mix in the future.)

6. Pricing

The price for E10 Gasoline shall be based on the price of gasoline, a **Differential** from the applicable daily Platts mean price, one day prior to the date of delivery, for the Gulf Coast Waterborne region, plus the price of ethanol, a **Differential** from the applicable daily Platts mean price, one day prior to the date of delivery, for the New York Harbor Barge region. The price for diesel shall be based on a **Differential** from the applicable daily Platts mean price, one day prior to the date of delivery, for the Gulf Coast Waterborne region. The pricing shall be based upon units of one gallon. Pricing for Saturday, Sunday and Monday shall be based on Friday's Platts mean price plus applicable **Differential.**

The Contractor shall provide the County written notice of any changes within a reasonable time of all available Federal or State credits and discounts available on all fuel types being purchased herein. The Contractor shall apply all applicable credits and discounts to the price charged to the County, and identify and reflect the discount on the applicable invoices.

7. Fuel Delivery Services

A. The Contractor shall make deliveries within twenty-four (24) hours of the order or as directed by the County. All deliveries shall be made in accordance with good commercial practice, and within the specified operating hours of the applicable facilities, including fuel deliveries on Saturday and Sunday. In cases where the delivery will be delayed due to force majeure, strikes, or other causes beyond the control of the Contractor, the Contractor shall notify the County's authorized representative (at the applicable facility) of the delays, in advance of the delivery time, so that a revised delivery schedule can be arranged with the County's authorized representative at the applicable facility.

B. The Contractor shall provide reliable fuel delivery by using transport truck (fuel amounts in excess of 5,000 gallons) and tank wagon (fuel amounts of 5,000 gallons or less) deliveries. The County anticipates that the majority of its fuel orders shall be delivered using transport truck deliveries. All tank wagon trucks shall be outfitted with the appropriate meters and measuring equipment for fuel delivery. Transport truck deliveries shall be accompanied by the Bill of Lading from the fuel terminal.

C. All fuels loaded for deliveries shall be temperature adjusted to 60° F or in accordance with the latest edition of the ASTM International applicable standards for Petroleum Measurement Tables. The Contractor shall invoice based on the net gallons of fuel delivered after temperature compensation. The County reserves the right to reconcile any deviation of fuel delivered by using the County's electronic tank gauging system (e.g., Veeder Root).

D. All fuel shall be delivered F.O.B. destination to the locations provided in Attachment A. Fuel delivery cost shall include all costs of transporting, delivery, and unloading to the locations provided. An authorized County representative must accept fuel deliveries and sign the delivery ticket. A copy of the signed delivery ticket shall be submitted with the invoice.

F. The Contractor may be required to deliver a split load of transport truck delivery to two County facilities, at no additional cost to the County.

Truck Certification
Fuel delivery shall be in trucks equipped with a sealed State of Florida approved and inspected meter or that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated, and certified compartment tank volume markers for the petroleum product being delivered.

9. Addition or Deletion of Facilities
The County, at its sole discretion, may add or delete facilities or service for any facility. When the need arises, the County will add or delete facilities to the master list (Attachment A) and notify the Contractor in writing.

10. Emergency Contingency Plan
The Contractor shall, at all times, have an Emergency Contingency Plan that guarantees the County a continuous supply of fuel before, during, and after an emergency, as determined solely by the County. During emergencies the County has historically experienced an increase in its normal fuel purchases of about 40%-60% for a period of time depending on the nature of the emergency. The Contractor shall provide the fuel at existing contract prices. If the need arises, the County will reimburse the Contractor for fuel delivered from ports or terminals other than Port Everglades, with prior written approval from the County, in accordance with Appendix B, Price Schedule.

11. Fuel Spills

A. The Contractor shall be fully responsible for any and all actions of their employee's, including those that require abatement or clean up as result of an "improper" delivery. The Contractor shall have and shall maintain those types and quantities of materials necessary to contain a fuel spill.

B. The Contractor shall promptly and thoroughly cleanup all fuel spills, pursuant to federal, state, and local regulations and shall pay for any environmental remediation and any agency fines or fees that result from the fuel spill.

C. Discovery or occurrence of a fuel spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any indication of chemical release shall be immediately reported by the Contractor to the County. When the event is directly or indirectly the result of the Contractor's actions, the Contractor shall also effect containment and initiate cleanup immediately.

12. Accident Prevention and Barricades
The Contractor shall exercise precautions at all times for the protection of persons and property. The Contractor during the provision of services shall conform to all relevant Federal, State and County regulations. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. The Contractor shall provide barricades when fuel delivery is performed in areas traversed by persons, or when deemed necessary by an authorized County representative.

13. Compliance with Federal Standards
The handling and delivery of all fuel during the provision of services shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA), and the EPA.

14. Compliance with the Florida Occupational Safety and Health Act

The Contractor shall comply with all requirements of Chapter 442 of the Florida Statutes regarding Material Safety Data Sheets (MSDS).

15. Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the County reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the County shall contact the Contractor to find out whether the Contractor has the ability to provide or obtain the alternative fuel. The County shall provide the Contractor with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The Contractor shall submit a written price offer for the supply of the alternative fuel for the County's review and approval.

The County has the right not to accept the Contractor's price offer on the alternative fuel and to purchase the alternative fuel elsewhere.

16. **Reporting Requirements**

The Contractor shall submit to the County a Fuel Purchasing Report on a monthly basis. The Fuel Purchasing Report shall include fuel volume totals by fuel type for each department by delivery address. The report shall also include a "Grand Total" fuel volume for all County departments for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Department
- Delivery Address
- Delivery Volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed)
- Subtotal Volume (per fuel type for each department)
- Grand Total Volume (per fuel type for all departments)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred, sample available upon request) via email to: Susannah Troner, Office of Sustainability (trones@miamidade.gov) and Derek Bradchulis, Department of Environmental Resources Management (BradcD@miamidade.gov).

Appendix B

Price Schedule

A. PRICE

The "Differential Per Gallon" for **Net 45 Day** payment is listed below, in accordance with Appendix A, Scope of Services for providing the fuel types and services including delivery of fuel, excluding the "Emergency Fuel Delivery" fees which are provided for in item "C" below. The pricing is stated as a fixed price which includes all supplies and any and all other expenses to be paid for these services under the Contract.

TRANSPORT TRUCK DELIVERIES (Net 45 Days)			
Fuel Types	Differential Per Gallon		
	Gasoline	Ethanol	Diesel
E10 Gasoline, Regular	$0.097	$0.170	
E10 Gasoline, Mid-Range	$0.080	$0.170	
E10 Gasoline, Premium	$0.090	$0.170	
ULS Diesel, No. 2 (non-dyed)			$0.095
B-5 Bio-diesel (non-dyed)			$0.095
ULS Diesel, No. 2 (red-dyed)			$0.103

TANKWAGON TRUCK DELIVERIES (Net 45 Days)			
Fuel Types	Differential Per Gallon		
	Gasoline	Ethanol	Diesel
E10 Gasoline, Regular	$0.117	$0.170	
E10 Gasoline, Mid-Range	$0.080	$0.170	
E10 Gasoline, Premium	$0.090	$0.170	
ULS Diesel, No. 2 (non-dyed)			$0.115
B-5 Bio-diesel (non-dyed)			$0.115
ULS Diesel, No. 2 (red-dyed)			$0.113

B. EARLY PAYMENT DISCOUNT PRICE

The Early Payment Discount Price, pursuant to Article 9, is as follows:

The "Differential Per Gallon" for **Net 15 Day** payment is listed below, in accordance with Appendix A, Scope of Services for providing the fuel types and services including delivery of fuel, excluding the "Emergency Fuel Delivery" fees which are provided for in item "C" below. The pricing is stated as a fixed price which includes all supplies and any and all other expenses to be paid for these services under the Contract.

TRANSPORT TRUCK DELIVERIES (Net 15 Day)			
Fuel Types	Differential Per Gallon		
	Gasoline	Ethanol	Diesel
E10 Gasoline, Regular	$0.090	$0.170	
E10 Gasoline, Mid-Range	$0.080	$0.170	
E10 Gasoline, Premium	$0.090	$0.170	
ULS Diesel, No. 2 (non-dyed)			$0.088
B-5 Bio-diesel (non-dyed)			$0.088
ULS Diesel, No. 2 (red-dyed)			$0.096

TANKWAGON TRUCK DELIVERIES (Net 15 Days)			
Fuel Types	Differential Per Gallon		
	Gasoline	Ethanol	Diesel
E10 Gasoline, Regular	$0.110	$0.170	
E10 Gasoline, Mid-Range	$0.080	$0.170	
E10 Gasoline, Premium	$0.090	$0.170	
ULS Diesel, No. 2 (non-dyed)			$0.108
B-5 Bio-diesel (non-dyed)			$0.108
ULS Diesel, No. 2 (red-dyed)			$0.106

C. EMERGENCY FUEL DELIVERY

In accordance with Appendix A, Scope of Services, Item 10, entitled Emergency Contingency Plan, the cost for fuel delivered from ports or terminals other than Port Everglades will be reimbursed by the County the actual market freight rate with no mark-up by the Contractor. The fuel delivery rate shall be capped at $900.00 per delivery.

Notes:

1. All purchases under this Contract is subject to the County's User Access Program as specified in Article 40 of the Contract .
2. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price.
3. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, are included in the Contractor's price, as the County shall not reimburse them separately.
4. All prices are quoted F.O.B. Destination, freight allowed. All fuel shall remain property of the Contractor until accepted and signed for by an authorized County representative.
5. Back ordered fuel shall not be invoiced until such backorders are delivered and accepted by an authorized County representative.
6. Miami-Dade County is exempt from all sales and excise taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
7. The "Differential Per Gallon" shall be fixed for the initial term of the contract and for any option or extension periods.

SAMPLE INVOICE
Appendix C

INVOICE #:
INVOICE DATE:

SHIP TO:

REMIT TO:

FEIN:

BILL TO:

ACCOUNT #
Order #
PO #

DIESEL/GASOLINE	UNIT	UNIT COST		
PLATTS DAILY PRICING		$2.00		
DIFFERENTIAL (PER GALLON)		0.3554		
TOTAL PRICE PER GALLON		$2.3554		
GALLONS SUPPLIED	7000		16,487.80	
		TOTAL FUEL COST		$ 16,487.80
TAXES & FEES				
MIAMI-DADE USER ACCESS FEE (2% OF TOTAL FUEL COST X GALLONS)			329.76	
MIAMI-DADE INSP. GEN. FEE (.25% OF OF TOTAL FUEL COST X GALLONS)			41.22	
MIAMI-DADE CO GAS TAX		0.160000	1,120.00	
FED EXC LUST GOVT TA		0.001000	7.00	
FL INSPECTION FEE		0.001250	8.75	
FL MTR FUEL TAX		0.149000	1,043.00	
FL POLLUTION TAX		0.020714	145.00	
FED ENV REC FEE			8.31	
		TOTAL TAXES & FEES		$ 2,703.03
		INVOICE TOTAL		$19,190.83
		TOTAL FUEL COST + TAXES & FEES		

Attachment: A

FUEL TANKS – CAPACITIES AND LOCATIONS

Aviation Department: Gasoline and Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
14410 NW 44TH ST	10000	ABOVEGROUND	Unleaded Gas
14410 NW 44TH ST	5200	ABOVEGROUND	Vehicular Diesel
28700 SW 217TH AVE	4000	ABOVEGROUND	Vehicular Diesel
SW OF SW 127TH ST & SW 145TH AVE	4000	ABOVEGROUND	Unleaded Gas
CONCOURSE E FUELING – MIA INTL ARPT	12000	UNDERGROUND	Unleaded Gas
CONCOURSE E FUELING – MIA INTL ARPT	12000	UNDERGROUND	Unleaded Gas
CONCOURSE E FUELING – MIA INTL ARPT	4000	UNDERGROUND	Vehicular Diesel
CONCOURSE E FUELING – MIA INTL ARPT	12000	UNDERGROUND	Vehicular Diesel
4290 NW S TAMIAMI CANAL	12000	ABOVEGROUND	Vehicular Diesel
ELEC VAULT MIAMI INTL AIRPORT	4000	ABOVEGROUND	Vehicular Diesel
28700 SW 217 AVE	550	ABOVEGROUND	Emergency Generator Diesel
28700 SW 217 AVE	550	ABOVEGROUND	Emergency Generator Diesel
28700 SW 217 AVE	550	ABOVEGROUND	Emergency Generator Diesel
28700 SW 217TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
757 ST NAZAIRE	2000	ABOVEGROUND	Emergency Generator Diesel
MIAMI INTL AIRPORT BLDG 600	2000	ABOVEGROUND	Emergency Generator Diesel
LIFT STATION #69	550	UNDERGROUND	Emergency Generator Diesel
BLDG 3090	4000	ABOVEGROUND	Emergency Generator Diesel
5300 NW 36TH ST #BLDG 60A	2000	UNDERGROUND	Emergency Generator Diesel
FLAMINGO GARAGE	3000	ABOVEGROUND	Emergency Generator Diesel
BLDG 2201 – MIA INTL ARPT	2000	UNDERGROUND	Emergency Generator Diesel
CONCOURSE F LOC L	2000	ABOVEGROUND	Emergency Generator Diesel
CONCOURSE E LOCATION M	2000	ABOVEGROUND	Emergency Generator Diesel
CONCOURSE H GATE 11/15	5000	UNDERGROUND	Emergency Generator Diesel
NEW REPUMP #2	2000	ABOVEGROUND	Emergency Generator Diesel
BLDG#700 – LIFT STAT #68	550	UNDERGROUND	Emergency Generator Diesel
CONCOURSE D/E	2000	ABOVEGROUND	Emergency Generator Diesel
CONCOURSE D/E	2000	ABOVEGROUND	Emergency Generator Diesel
MIA-CONCOURSE D	8000	UNDERGROUND	Emergency Generator Diesel
MIA-CONCOURSE D	8000	UNDERGROUND	Emergency Generator Diesel
CONCOURSE E	2500	UNDERGROUND	Emergency Generator Diesel
CONCOURSE F/G WRAP	2000	UNDERGROUND	Emergency Generator Diesel
ELEC VAULT MIAMI INTL AIRPORT	4000	ABOVEGROUND	Emergency Generator Diesel
BLDG #5 MIAMI INTL AIRPORT	2000	ABOVEGROUND	Emergency Generator Diesel
TERMINAL EXT MIAMI INTL AIRPORT	2500	UNDERGROUND	Emergency Generator Diesel
BLDG #176 OPA LOCKA AIRPORT	4000	ABOVEGROUND	Emergency Generator Diesel
BLDG 33	500	ABOVEGROUND	Emergency Generator Diesel
BLDG 33	500	ABOVEGROUND	Emergency Generator Diesel
12800 SW 137TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel

Corrections Department: Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
7000 NW 41ST ST	2000	UNDERGROUND	Vehicular Diesel
1321 NW 13TH ST	6000	UNDERGROUND	Emergency Generator Diesel
1321 NW 13TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
1401 NW 7TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
15801 N HWY 9	5000	ABOVEGROUND	Generator/Pump Diesel

Fire Rescue Department: Diesel Fuel

STATIONS	ADDRESS	CAPACITY	LOCATION	TYPE
46	10200 NW 116TH WAY	2000	ABOVEGROUND	Vehicular Diesel
21	10500 COLLINS AVE	2000	ABOVEGROUND	Vehicular Diesel
37	4200 SW 142ND AVE	2000	ABOVEGROUND	Vehicular Diesel
4	9201 SW 152ND ST	2000	ABOVEGROUND	Vehicular Diesel
16	325 NW 2ND ST	2000	ABOVEGROUND	Vehicular Diesel
23	7825 SW 104TH ST	2000	ABOVEGROUND	Vehicular Diesel
44	7700 NW 186TH ST	2000	ABOVEGROUND	Vehicular Diesel
Supply Bureau	8010 NW 60TH ST	1000	ABOVEGROUND	Vehicular Diesel
43	13390 SW 152TH ST	2000	ABOVEGROUND	Vehicular Diesel
11	18705 NW 27TH AVE	2000	ABOVEGROUND	Vehicular Diesel
19	650 NW 131ST ST	2000	ABOVEGROUND	Vehicular Diesel
20	13000 NE 16TH AVE	2000	ABOVEGROUND	Vehicular Diesel
29	351 SW 107TH AVE	2000	ABOVEGROUND	Vehicular Diesel
36	10001 HAMMOCKS BLVD	1000	ABOVEGROUND	Vehicular Diesel
6	15890 SW 288TH ST	2000	ABOVEGROUND	Vehicular Diesel
7	9350 NW 22ND AVE	2000	ABOVEGROUND	Vehicular Diesel
8	2900 AVENTURA BLVD	2000	ABOVEGROUND	Vehicular Diesel
HQ	9300 NW 41ST ST	12000	ABOVEGROUND	Emergency Generator Diesel
HQ	9300 NW 41ST ST	12000	ABOVEGROUND	Emergency Generator Diesel
HQ	9300 NW 41ST ST	12000	ABOVEGROUND	Emergency Generator Diesel
9	7777 SW 117TH AVE	2000	ABOVEGROUND	Vehicular Diesel
HQ	9300 NW 41ST ST	3000	ABOVEGROUND	Vehicular Diesel

GSA/Fleet Management: Gasoline and Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
2950 NW 83RD ST	10000	UNDERGROUND	Unleaded Gas
8801 NW 58TH ST	10000	ABOVEGROUND	Unleaded Gas
8801 NW 58TH ST	12000	ABOVEGROUND	Vehicular Diesel

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8801 NW 58TH ST	12000	ABOVEGROUND	Vehicular Diesel
703 NW 25TH ST	12000	UNDERGROUND	Unleaded Gas
703 NW 25TH ST	12000	UNDERGROUND	Unleaded Gas
7900 SW 107TH AVE	10000	UNDERGROUND	Unleaded Gas
7900 SW 107TH AVE	12000	UNDERGROUND	Vehicular Diesel
7900 SW 107TH AVE	12000	UNDERGROUND	Vehicular Diesel
7707 SW 117TH AVE	12000	UNDERGROUND	Unleaded Gas
12451 SW 184TH ST	8000	UNDERGROUND	Unleaded Gas
12451 SW 184TH ST	8000	UNDERGROUND	Unleaded Gas
12451 SW 184TH ST	8000	UNDERGROUND	Unleaded Gas
12451 SW 184TH ST	8000	UNDERGROUND	Vehicular Diesel
201 NW 1ST ST	12000	UNDERGROUND	Unleaded Gas
201 NW 1ST ST	12000	UNDERGROUND	Unleaded Gas
15665 BISCAYNE BLVD	12000	UNDERGROUND	Unleaded Gas
18701 NE 6 AVE	12000	UNDERGROUND	Unleaded Gas
18701 NE 6 AVE	12000	UNDERGROUND	Vehicular Diesel
18701 NE 6 AVE	12000	UNDERGROUND	Vehicular Diesel
10710 SW 211TH ST	12000	UNDERGROUND	Unleaded Gas
10710 SW 211TH ST	12000	UNDERGROUND	Unleaded Gas
10710 SW 211TH ST	12000	UNDERGROUND	Vehicular Diesel
7100 NW 36TH ST	12000	UNDERGROUND	Unleaded Gas
7100 NW 36TH ST	12000	UNDERGROUND	Vehicular Diesel
21300 NW 47TH AVE	7500	ABOVEGROUND	Vehicular Diesel
21300 NW 47TH AVE	7500	ABOVEGROUND	Vehicular Diesel
9109 NW 25TH ST	12000	UNDERGROUND	Unleaded Gas
9109 NW 25TH ST	12000	UNDERGROUND	Unleaded Gas
10000 SW 142ND AVE	12000	UNDERGROUND	Unleaded Gas
7901 CRANDON BLVD	4000	UNDERGROUND	Unleaded Gas
7901 CRANDON BLVD	10000	UNDERGROUND	Unleaded Gas
7901 CRANDON BLVD	4000	UNDERGROUND	Vehicular Diesel
18805 NW 27TH AVE	12000	UNDERGROUND	Unleaded Gas
6100 SW 87TH AVE	15000	UNDERGROUND	Unleaded Gas
6100 SW 87TH AVE	15000	UNDERGROUND	Unleaded Gas
6100 SW 87TH AVE	15000	UNDERGROUND	Vehicular Diesel
200 W 74TH PL	10000	UNDERGROUND	Unleaded Gas
200 W 74TH PL	10000	UNDERGROUND	Unleaded Gas
200 W 74TH PL	10000	UNDERGROUND	Vehicular Diesel
1001 NW 11TH ST	10000	UNDERGROUND	Unleaded Gas
1001 NW 11TH ST	6000	UNDERGROUND	Vehicular Diesel
3575 S LEJEUNE RD	6000	UNDERGROUND	Unleaded Gas
4801 SW 117TH AVE	12000	UNDERGROUND	Unleaded Gas
4801 SW 117TH AVE	12000	UNDERGROUND	Vehicular Diesel
2575 NE 151ST ST	6000	ABOVEGROUND	Unleaded Gas
3625 NW 10TH AVE	10000	ABOVEGROUND	Unleaded Gas
800 W 3RD AVE	10000	UNDERGROUND	Unleaded Gas
8950 SW 232ND ST	6000	UNDERGROUND	Unleaded Gas
8950 SW 232ND ST	6000	UNDERGROUND	Vehicular Diesel
4300 NW 20TH ST BLDG 3042	10000	ABOVEGROUND	Unleaded Gas

4300 NW 20TH ST BLDG 3042	10000	ABOVEGROUND	Unleaded Gas
4300 NW 20TH ST BLDG 3042	10000	ABOVEGROUND	Vehicular Diesel
5975 MIAMI LAKES DR	10000	UNDERGROUND	Unleaded Gas
18805 NW 27TH AVE	1000	UNDERGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	6000	ABOVEGROUND	Vehicular Diesel
VIRGINIA BCH RD-VIRGINIA KEY	6000	ABOVEGROUND	Unleaded Gas
2575 NE 151ST ST	6000	ABOVEGROUND	Vehicular Diesel
1504 NORTH CARIBEAN BLVD	9000	ABOVEGROUND	Unleaded Gas
1504 NORTH CARIBEAN BLVD	3000	ABOVEGROUND	Vehicular Diesel

Note: Fuel Deliveries to the Fleet Management Division shall be scheduled between the hours of 7:00 AM and 3:00 PM, Mondays through Fridays.

GSA/Facilities and Utilities: Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
2901 W FLAGLER ST	500	ABOVEGROUND	Emergency Generator Diesel
200 NW 1ST ST	6000	UNDERGROUND	Emergency Generator Diesel
175 NW 1ST AVE	2500	UNDERGROUND	Emergency Generator Diesel
12600 NW 42ND AVE	550	UNDERGROUND	Emergency Generator Diesel
1351 NW 12TH ST	8000	UNDERGROUND	Emergency Generator Diesel
270 NW 2 ST	6000	UNDERGROUND	Emergency Generator Diesel
5400 NW 22ND AVE	2000	UNDERGROUND	Emergency Generator Diesel
5680 SW 87TH AVE	20000	UNDERGROUND	Emergency Generator Diesel
111 NW 1ST ST-SUITE 1ST FLOOR	15000	UNDERGROUND	Emergency Generator Diesel
1801 NW 9TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
ONE BOB HOPE RD	5000	UNDERGROUND	Emergency Generator Diesel
5600 SW 87TH AVE	6000	ABOVEGROUND	Emergency Generator Diesel
9350 SW 248TH ST, WATER TREATMENT	3000	ABOVEGROUND	Emergency Generator Diesel
2700 NW 87TH AVE	685	ABOVEGROUND	Emergency Generator Diesel
73 W FLAGLER ST	500	UNDERGROUND	Emergency Generator Diesel
1015 N AMERICAN WAY	2500	UNDERGROUND	Generator/Pump Diesel
6010 SW 87TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel

Housing Agency: Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
2920 NW 18TH AVE	3000	ABOVEGROUND	Emergency Generator Diesel
800 NW 13TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
950 NW 95TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
1403/05 NW 7TH ST	500	ABOVEGROUND	Emergency Generator Diesel
2200 NW 54 ST	500	ABOVEGROUND	Emergency Generator Diesel
3000 NW 3RD AVE	1000	ABOVEGROUND	Emergency Generator Diesel
150 NE 69 ST.	1000	ABOVEGROUND	Emergency Generator Diesel
191 NE 75 ST.	3000	ABOVEGROUND	Emergency Generator Diesel

8255 NW MIAMI CT.	1000	ABOVEGROUND	Emergency Generator Diesel
930 NW 95TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
1310 NW 16 ST	1000	ABOVEGROUND	Emergency Generator Diesel
1701 NW 2ND. Ct.	1000	ABOVEGROUND	Emergency Generator Diesel
2929 NW 18 AVE	670	ABOVEGROUND	Emergency Generator Diesel
154 SW 17 AVE,	500	ABOVEGROUND	Emergency Generator Diesel
1759 SW 5 St.	500	ABOVEGROUND	Emergency Generator Diesel
800 NW 13TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
490 NE 2ND AVE.	1000	ABOVEGROUND	Emergency Generator Diesel
3150 MUNDY ST.	500	ABOVEGROUND	Emergency Generator Diesel
150 NE 69 ST.	1000	ABOVEGROUND	Emergency Generator Diesel

Transit Department: Gasoline and Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
3300 NW 32ND AVE	10000	ABOVEGROUND	Unleaded Gas
3300 NW 32ND AVE	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32ND AVE	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32ND AVE	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32ND AVE	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32ND AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74TH AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74TH AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74TH AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74TH AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74TH AVE	12000	ABOVEGROUND	Vehicular Diesel
6601 NW 72ND AVE	10000	ABOVEGROUND	Unleaded Gas
6601 NW 72ND AVE	10000	ABOVEGROUND	Vehicular Diesel
360 NE 185TH ST	4000	ABOVEGROUND	Unleaded Gas
360 NE 185TH ST	12000	ABOVEGROUND	Vehicular Diesel
360 NE 185TH ST	12000	ABOVEGROUND	Vehicular Diesel
360 NE 185TH ST	12000	ABOVEGROUND	Vehicular Diesel
360 NE 185TH ST	12000	ABOVEGROUND	Vehicular Diesel
360 NE 185TH ST	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32ND AVE	500	ABOVEGROUND	Emergency Generator Diesel
3300 NW 32ND AVE	500	ABOVEGROUND	Emergency Generator Diesel
3300 NW 32ND AVE	2000	ABOVEGROUND	Emergency Generator Diesel
2775 SW 74TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
2775 SW 74TH AVE	500	ABOVEGROUND	Emergency Generator Diesel
360 NE 185TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
8300 S DIXIE HWY	550	UNDERGROUND	Emergency Generator Diesel
110 NW 3RD ST	5000		Emergency Generator Diesel

Note: Fuel Deliveries to the Transit Department shall be scheduled between the hours of 8:00 AM and 4:00 PM, Mondays through Saturdays.

Police Department: Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
9105 NW 25TH AVE	6000	UNDERGROUND	Emergency Generator Diesel
6950 NW 41ST ST	1000	ABOVEGROUND	Vehicular Diesel
6950 NW 41ST ST	1000	ABOVEGROUND	Vehicular Diesel
6950 NW 41ST ST	500	UNDERGROUND	Vehicular Diesel
6950 NW 41ST ST	1000	UNDERGROUND	Vehicular Diesel
6950 NW 41ST ST	500	UNDERGROUND	Vehicular Diesel
18805 NW 27TH AVE	4000	UNDERGROUND	Emergency Generator Diesel

Park and Recreation: Gasoline and Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
10901 SW 24TH ST	550	UNDERGROUND	Leaded Gas
10901 SW 24TH ST	550	UNDERGROUND	Vehicular Diesel
6801 MIAMI GARDENS DR	1000	ABOVEGROUND	Unleaded Gas
6801 MIAMI GARDENS DR	1000	ABOVEGROUND	Vehicular Diesel
17350 W DIXIE HWY	1000	ABOVEGROUND	Unleaded Gas
17350 W DIXIE HWY	300	ABOVEGROUND	Vehicular Diesel
6700 CRANDON BLVD	1000	ABOVEGROUND	Vehicular Diesel
9300 SW 152ND ST	1000	ABOVEGROUND	Unleaded Gas
9300 SW 152ND ST	280	ABOVEGROUND	Vehicular Diesel
9300 SW 152ND ST	280	ABOVEGROUND	Vehicular Diesel
24801 SW 187TH AVE	300	ABOVEGROUND	Vehicular Diesel
11201 SW 24TH ST	1000	ABOVEGROUND	Unleaded Gas
11201 SW 24TH ST	500	ABOVEGROUND	Vehicular Diesel
1275 NE 79TH ST	10000	UNDERGROUND	Unleaded Gas
1275 NE 79TH ST	10000	UNDERGROUND	Vehicular Diesel
11395 SW 79TH ST	550	ABOVEGROUND	Emergency Generator Diesel
12400 SW 152ND ST	1000	ABOVEGROUND	Emergency Generator Diesel
3251 S MIAMI AVE	2000	ABOVEGROUND	Emergency Generator Diesel

The Marinas Re-Sell Gasoline To The Public:

ADDRESS	CAPACITY		TYPE
Crandon Marina, 4000 Crandon Blvd.	10000		Premium
Crandon Marina, 4000 Crandon Blvd.	10000		Mid-Grade
Pelican Harbor Marina, 1276 NE 79 St.	10000		Mid-Grade

Water And Sewer: Diesel Fuel

ADDRESS	CAPACITY	LOCATION	TYPE
10450 FOUNTAINBLEU BLVD	1000	ABOVEGROUND	Vehicular Diesel
2201 NW 70TH AVE	2000	UNDERGROUND	Vehicular Diesel
4801 SW 117TH AVE	1000	UNDERGROUND	Vehicular Diesel
4801 SW 117TH AVE	1000	UNDERGROUND	Vehicular Diesel
10075 NW 52ND ST	1000	ABOVEGROUND	Emergency Generator Diesel
17435 NW 89TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	6000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	6000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	25000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	25000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	25000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	25000	ABOVEGROUND	Emergency Generator Diesel
390 NW RIVER DR	25000	ABOVEGROUND	Emergency Generator Diesel
390 NW RIVER DR	25000	ABOVEGROUND	Emergency Generator Diesel
1001 NW 11TH ST	2000	ABOVEGROUND	Emergency Generator Diesel
19500 SW 376TH ST	2000	ABOVEGROUND	Emergency Generator Diesel
HAMMOCKS BLVD & SW 103RD ST	250	ABOVEGROUND	Emergency Generator Diesel
6455 NW 7TH ST	550	UNDERGROUND	Generator/Pump Diesel
35250 SW 177TH COURT	2000	ABOVEGROUND	Emergency Generator Diesel
461 NW 5TH AVE	6000	ABOVEGROUND	Emergency Generator Diesel
10101-A COASTA DEL SOL BLVD	500	ABOVEGROUND	Emergency Generator Diesel
6200 NW 32ND AVE	1000	ABOVEGROUND	Emergency Generator Diesel
1530 NW 111 TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
18 FISHER ISLAND	1000	UNDERGROUND	Emergency Generator Diesel
8324 NW 7TH ST	1000	UNDERGROUND	Emergency Generator Diesel
7341 SW 61ST CT	1000	ABOVEGROUND	Emergency Generator Diesel
1 NW BLVD	10000	ABOVEGROUND	Emergency Generator Diesel
2400 NW 76TH ST	550	UNDERGROUND	Emergency Generator Diesel
925 BISCAYNE BLVD	10000	ABOVEGROUND	Emergency Generator Diesel
12700 NW 30TH AVE	10000	ABOVEGROUND	Emergency Generator Diesel
12700 NW 30TH AVE	10000	ABOVEGROUND	Emergency Generator Diesel
354 SUNNY ISLES BLVD	2000	ABOVEGROUND	Emergency Generator Diesel
17800 NW 29TH CT	1000	ABOVEGROUND	Emergency Generator Diesel
19400 NE 10 AVE	1000	ABOVEGROUND	Emergency Generator Diesel
21411 NW 47TH AVE	500	ABOVEGROUND	Emergency Generator Diesel
19975 AVENTURA BLVD	250	ABOVEGROUND	Emergency Generator Diesel
15000 NW 37TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
13760 NE 5TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
1825 NE 150 ST	2000	ABOVEGROUND	Emergency Generator Diesel
5700 E 8TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
20901 NW 7TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
12400 NW 32ND AVE	1000	ABOVEGROUND	Emergency Generator Diesel
13920 NW 60TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel

3750 NW 181ST ST	6000	ABOVEGROUND	Emergency Generator Diesel
7301 NW 186TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
7900 NW 178 ST	1000	ABOVEGROUND	Emergency Generator Diesel
3300 W 76TH ST	4000	UNDERGROUND	Emergency Generator Diesel
20215 NW 2ND AVE	1000	ABOVEGROUND	Emergency Generator Diesel
3150 NW 208TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
2451 NE 203RD ST	1000	UNDERGROUND	Emergency Generator Diesel
21101 NE 28TH AVE	1000	UNDERGROUND	Emergency Generator Diesel
19201 NE 29TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
3801 SUNNY ISLE BLVD	2000	UNDERGROUND	Emergency Generator Diesel
6452 MEDITERRANEAN BLVD	500	UNDERGROUND	Emergency Generator Diesel
17902 NW MEDITERREAN BLVY	550	UNDERGROUND	Emergency Generator Diesel
19091 NW 62ND AVE	500	UNDERGROUND	Emergency Generator Diesel
16650 NE 79TH AVE	1000	UNDERGROUND	Emergency Generator Diesel
3601 NE 207TH ST	1000	UNDERGROUND	Emergency Generator Diesel
3650 NE 213TH ST	1000	UNDERGROUND	Emergency Generator Diesel
15700 NW 79TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
16547 NW 87TH AVE	1000	UNDERGROUND	Emergency Generator Diesel
19802 NW 82ND PL	1000	UNDERGROUND	Emergency Generator Diesel
10700 SW 147TH AVE	1000	UNDERGROUND	Emergency Generator Diesel
14799 SW 117TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
18445 OLD CUTLER RD	2000	UNDERGROUND	Emergency Generator Diesel
SW 117 AVE & 208 ST	6000	UNDERGROUND	Emergency Generator Diesel
12650 SW 150TH ST	1000	UNDERGROUND	Emergency Generator Diesel
6210 SW 128TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
SW 142ND AVE & 92ND ST	1000	ABOVEGROUND	Emergency Generator Diesel
8700 SW 95TH AVE	10000	ABOVEGROUND	Emergency Generator Diesel
8700 SW 95TH AVE	10000	ABOVEGROUND	Emergency Generator Diesel
8260 SW 97TH ST	3000	ABOVEGROUND	Emergency Generator Diesel
17935 SW 104TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
19340 SW 112TH CT	500	ABOVEGROUND	Emergency Generator Diesel
11380 SW 38TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
2545 SW 122ND CT	1000	ABOVEGROUND	Emergency Generator Diesel
12480 SW 18TH ST	500	ABOVEGROUND	Emergency Generator Diesel
1301 SW 122ND AVE	1000	ABOVEGROUND	Emergency Generator Diesel
15550 SW 80TH ST	250	ABOVEGROUND	Emergency Generator Diesel
1199 SW 134TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
15840 SW 127TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
4801 SW 117TH AVE	500	ABOVEGROUND	Emergency Generator Diesel
11991 SW 34TH ST	500	ABOVEGROUND	Emergency Generator Diesel
555 SE 8TH ST	6000	UNDERGROUND	Emergency Generator Diesel
SW 147TH AVE & 304TH ST	6000	ABOVEGROUND	Emergency Generator Diesel
10350 PUERTO RICO DR	1000	ABOVEGROUND	Emergency Generator Diesel
2575 NE 151ST ST	100000	ABOVEGROUND	Emergency Generator Diesel
2575 NE 151ST ST	100000	ABOVEGROUND	Emergency Generator Diesel
2575 NE 151ST ST	6000	ABOVEGROUND	Generator/Pump Diesel
29200 SW 142 ND AVE	2000	ABOVEGROUND	Emergency Generator Diesel
8300 COMMERCE WAY	1000	UNDERGROUND	Emergency Generator Diesel

15225 HARDING DR	2000	ABOVEGROUND	Emergency Generator Diesel
15800 SW 336TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
15800 SW 336TH ST	1000	ABOVEGROUND	Emergency Generator Diesel
W 2ND & 75 PLACE	6000	ABOVEGROUND	Emergency Generator Diesel
SW 107TH AVE & 72ND ST	6000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232ND ST	25000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232ND ST	25000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232ND ST	25000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232ND ST	2000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232ND ST	25000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232ND ST	25000	ABOVEGROUND	Emergency Generator Diesel
3880 NW 25TH ST	2500	UNDERGROUND	Emergency Generator Diesel
21069 BISCAYNE BLVD	1000	ABOVEGROUND	Emergency Generator Diesel
201 EASTWOOD DR	1000	UNDERGROUND	Emergency Generator Diesel
18820 NE 29TH AVE	1000	ABOVEGROUND	Emergency Generator Diesel
390 NW NORTH RIVER DRIVE	30000	ABOVEGROUND	Emergency Generator Diesel
700 WEST SECOND AVENUE	5500		Emergency Generator Diesel
331 NE 9TH STREET	6000		Emergency Generator Diesel
1100 WEST SECOND AVENUE	200000	ABOVEGROUND	Emergency Generator Diesel
6800 SW 87 AVENUE	360000	ABOVEGROUND	Emergency Generator Diesel
9775 SW 83RD STREET	12000	ABOVEGROUND	Emergency Generator Diesel
900 W 2ND AVENUE	200000	ABOVEGROUND	Emergency Generator Diesel
RICHMOND HEIGHTS	500		Emergency Generator Diesel
STATION #968	1000		Emergency Generator Diesel
GOULDS PERRINE	8000		Emergency Generator Diesel
8901 SW 58TH STREET	14000	ABOVEGROUND	Emergency Generator Diesel
DADE COLLIER TRAIN & TRANSI	5000		Emergency Generator Diesel
NW 107 & 12 STREET	500		Emergency Generator Diesel
10105 COSTA DEL SOL BLVD	550		Emergency Generator Diesel

Memorandum

MIAMI-DADE COUNTY

Date: August 10, 2009

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Amado Gonzalez
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 683: Gasoline and Diesel Fuel

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The County issued a solicitation to obtain proposals from Port Everglades Terminal Operators or fuel distributors to provide gasoline and diesel fuel for Miami-Dade County. This solicitation was issued to secure a contractual guarantee with one vendor to supply fuel for all the County's needs and during emergencies in order to prevent the disruption of critical services in the County. The County currently has a Pool contract in place for these services from which spot market quotes are received weekly.

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the above referenced Request for Proposals following the guidelines published in the solicitation as summarized below.

Committee meeting dates:
June 24, 2009 (kick-off)
July 20, 2009 (technical & price evaluation)

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. The Evaluation/Selection Committee Chairperson reviewed the SBE Certification Lists and determined that no proposers qualified for the selection factor based on the listing.

Verification of compliance with minimum qualification requirements:
The solicitation did not have any minimum qualification requirements.

Summary of scores:
The preliminary scores are as follows:

Proposer	*Technical Score (max.250)*	*Selection Factor Score (max.25)*	*Total Technical Score (max.275)*
1. Macmillan Oil Company of Florida, Inc.	225	0	225
2. BV Oil Company, Inc.	212	0	212
3. Urbieta Oil Company	137	0	137
4. Mansfield Oil Company of Gainesville, Inc.	116	0	116
5. RKA Petroleum Companies, Inc. d/b/a Land and Sea Petroleum	116	0	116
6. Osher Oil d/b/a/ Costa Oil	63	0	63

The Evaluation/Selection Committee decided not to hold oral presentations. Price proposals were reviewed for the two highest ranked proposers (Macmillan Oil Company of Florida, Inc. and BV Oil Company, Inc.) remaining in consideration after the review and scoring of technical proposals.

The final scores are as follows:

Proposer	*Technical Score* (max.250)	*Selection Factor Score* (max.25)	*Price Score* (max.250)	*Total Combined Score* (max.525)	*Price Submitted**
1. Macmillan Oil Company of Florida, Inc.	225	0	250	475	$ 3,198,700
2. BV Oil Company, Inc.	212	0	226	438	$ 3,228,580

*For the purpose of evaluating the price proposal, in addition to reviewing the "Proposed Differential Per Gallon" (i.e., the proposer's price), the Evaluation/Selection Committee considered the total estimated annual cost to the County for all fuel types. This was calculated by multiplying the estimated annual fuel quantities to be purchased (as estimated by the County) times the "Proposed Differential Per Gallon" to obtain the "Aggregate Total" for all fuel types.

Local Preference:
Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as no proposer was within five percentage points of the highest ranked proposer.

Other information:
The proposal from McLure Oil Company did not meet the submission requirements as the proposal consisted of a blank submission package with an unsigned cover letter. A request for a responsive determination was forwarded to the County Attorney's Office (CAO). Per the CAO memo dated July 17, 2009 (attached), the proposal from McLure Oil Company was deemed non-responsive.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the proposer with the highest score, Macmillan Oil Company of Florida, Inc. The following individuals will participate in the negotiations:

Wendi Norris, Director, General Services Administration
Max Fajardo, Deputy Aviation Director, Miami-Dade Aviation Department
Amado Gonzalez, Procurement Contracting Officer, Department of Procurement Management

Consensus Statement:
The Evaluation/Selection Committee recommends MacMillan Oil Company of Florida, Inc. for the following primary reasons. The proposal demonstrated their ability to handle fuel supplies during emergencies to meet the County's needs. The firm has a history of quality performance in supplying fuel to the County. The firm has the necessary experience and capacity to provide the services requested. Of the two firms remaining after the technical evaluation, Macmillan Oil Company of Florida, Inc. has the lowest price.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Attachments

Approved

George M. Burgess
County Manager

2/28/09
Date

Not Approved

George M. Burgess
County Manager

Date

Memorandum

Date: July 17, 2009

To: Amado Gonzalez
Department of Procurement Management

From: Richard C. Seavey
Assistant County Attorney

Subject: Responsiveness of RFP No 683, Gasoline and Diesel Fuel, Proposal of McLure Oil Company

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SUMMARY

The Department of Procurement Management ("DPM") has asked this office whether or not the proposal submitted by McLure Oil Company ("McClure") (a copy of which is attached hereto as Exhibit 1) is responsive or not in light of McClure's failure to provide any information on any of the proposal's forms for response or to sign any documents submitted in the proposal. For the reasons set forth below, we conclude that McClure's proposal is non-responsive and must be rejected.

FACTS

On July 2, 2009, proposals were received for RFP No. 683, Gasoline and Diesel Fuel. RFP 643 required proposers to, among other things, sign and submit their proposals on County provided forms (including Forms A-1, B-1,) and to sign and submit the County Uniform Affidavit. McClure responded to the RFP by returning the County provided forms to DPM without filling out or signing any of the forms, by providing the Uniform Affidavit without filling or signing it out, and by submitting an unsigned letter.

DISCUSSION

Generally, under Florida law, "responsiveness" typically involves matters of form; a responsive bid or proposal means one submitted at the correct time and place, in the correct forms, containing all required information and signatures. *See Intercontinental Props., Inc. v. State Dep't of Health & Rehabilitative Servs.*, 606 So. 2d 380, 381 (Fla. 3d DCA 1992). Further:

> In determining whether a specific noncompliance constitutes a substantial and hence nonwaivable irregularity, the courts have applied two criteria-- first, whether the effect of a waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and second, whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition.

Robinson Electrical Co., Inc. v. Dade County, 417 So. 2d 1032, 1034 (Fla. 3rd DCA 1982).

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Given this authority, McClure's proposal is non-responsive. McClure failed to complete or sign any of the required forms, and McClure did not even sign its own letter accompanying the blank forms. Waiving these irregularities would deprive the County of any assurance that a contract could be entered into, performed and guaranteed according to its specified requirements. There is simply nothing upon which the County can bind McClure to any terms or conditions. Additionally, waiving these irregularities would place McClure at an advantage over other proposers who have bound themselves to a specific proposal to the County.

Based on the facts and the analysis above, McClure's proposal is not responsive and should not be considered.

Richard C. Seavey
Assistant County Attorney

Attachments

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Memorandum

MIAMI-DADE COUNTY

Date: July 7, 2009

To: Richard Seavey
Assistant County Attorney
County Attorney's Office

From: Amado Gonzalez
Procurement Contracting Officer
Department of Procurement Management

Subject: Request for Responsiveness Determination on RFP No. 683, Gasoline and Diesel Fuel

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On July 2, 2009, proposals were received for the subject RFP and subsequently reviewed for responsiveness. One of the Proposers was McLure Oil Co., Inc. Upon review of the proposal, it was noted that McLure Oil Co., Inc. failed to sign Form A-1, Cover page of Proposal or provide any of the submission requirements stipulated in the RFP. Please advise whether the subject proposal is responsive.

If you have any questions, please contact me at (305) 375-4211. Thank you for your attention to this matter.

Attachments
Reference Proposal

FINAL SCORE
RFP NO. 683
GASOLINE AND DIESEL FUEL
EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Points Per Members	BV Oil Company, Inc.	Osher Oil d/b/a Costa Oil	Macmillan Oil Company of Florida Inc.	Mansfield Oil Company of Gainesville, Inc.	RKA Petroleum Companies, Inc. dba Land and Sea Pertroleum	Urbieta Oil Company
Proposer's relevant experience, qualifications, past performance and experience and, qualification of key personnel that will be assigned to this project and fuel transportation	20	100	81	20	86	54	50	55
Fuel delivery services by local haulers	10	50	47	29	48	21	25	34
Proposer's approach to providing the services requested in this Solicitation including fuel storage capacities	20	100	84	14	91	41	41	48
Total Technical Points *(Total of technical rows)*	50	250	212	63	225	116	116	137
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	0	0	0	0	0	0	0	0
Total Price Points	50	250	226		250			
TOTAL POINTS *(Technical + Price)*	100	500	438		475			

SIGNATURE:

Chairperson

Reviewed By

PRINT NAME:

Amada Gonzalez

Pearl P. Bethel

DATE:

7/29/09

7/29/09

FINAL SCORE

RFP NO. 683
GASOLINE AND DIESEL FUEL
EVALUATION OF PROPOSALS

WENDI NORRIS (GSA)

SELECTION CRITERIA / PROPOSERS	Maximum Points	BV Oil Company, Inc.	Osher Oil d/b/a Costa Oil	Macmillan Oil Company of Florida Inc.	Mansfield Oil Company of Gainesville, Inc.	RKA Petroleum Companies, Inc. dba Land and Sea Pertroleum	Urbieta Oil Company
Proposer's relevant experience, qualifications, past performance and experience and, qualification of key personnel that will be assigned to this project and fuel transportation	20	16	4	18	11	8	12
Fuel delivery services by local haulers	10	10	4	10	0	4	6
Proposer's approach to providing the services requested in this Solicitation including fuel storage capacities	20	12	0	17	7	5	5
Total Technical Points *(Total of technical rows)*	50	38	8	45	18	17	23
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0
Total Price Points	50	40		50			
TOTAL POINTS *(Technical + Price)*	100	78		95			

FINAL SCORE

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EVALUATION OF PROPOSALS

MAX FAJARDO (MDAD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	BV Oil Company, Inc.	Osher Oil d/b/a Costa Oil	Macmillan Oil Company of Florida Inc.	Mansfield Oil Company of Gainesville, Inc.	RKA Petroleum Companies, Inc. dba Land and Sea Pertroleum	Urbieta Oil Company
Proposer's relevant experience, qualifications, past performance and experience and, qualification of key personnel that will be assigned to this project and fuel transportation	20	14	4	16	9	8	7
Fuel delivery services by local haulers	10	7	3	8	5	6	4
Proposer's approach to providing the services requested in this Solicitation including fuel storage capacities	20	16	4	17	8	7	7
Total Technical Points *(Total of technical rows)*	50	37	11	41	22	21	18
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0
Total Price Points	50	45		50			
TOTAL POINTS *(Technical + Price)*	100	82		91			

FINAL SCORE

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EVALUATION OF PROPOSALS

HARPAL KAPOOR (MDT)

SELECTION CRITERIA / PROPOSERS	Maximum Points	BV Oil Company, Inc.	Osher Oil d/b/a Costa Oil	Macmillan Oil Company of Florida Inc.	Mansfield Oil Company of Gainesville, Inc.	RKA Petroleum Companies, Inc. dba Land and Sea Pertroleum	Urbieta Oil Company
Proposer's relevant experience, qualifications, past performance and experience and, qualification of key personnel that will be assigned to this project and fuel transportation	20	18	2	18	9	8	10
Fuel delivery services by local haulers	10	10	7	10	1	5	9
Proposer's approach to providing the services requested in this Solicitation including fuel storage capacities	20	18	0	18	8	4	8
Total Technical Points *(Total of technical rows)*	50	46	9	46	18	17	27
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0
Total Price Points	50	48		50			
TOTAL POINTS *(Technical + Price)*	100	94		96			

FINAL SCORE

RFP NO. 683
GASOLINE AND DIESEL FUEL
EVALUATION OF PROPOSALS

DOUGLAS L. YODER (WASD)

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SELECTION CRITERIA / PROPOSERS	Maximum Points	BV Oil Company, Inc.	Osher Oil d/b/a Costa Oil	Macmillan Oil Company of Florida Inc.	Mansfield Oil Company of Gainesville, Inc.	RKA Petroleum Companies, Inc. dba Land and Sea Pertroleum	Urbieta Oil Company
Proposer's relevant experience, qualifications, past performance and experience and, qualification of key personnel that will be assigned to this project and fuel transportation	20	18	5	19	15	16	16
Fuel delivery services by local haulers	10	10	10	10	10	5	10
Proposer's approach to providing the services requested in this Solicitation including fuel storage capacities	20	18	5	19	13	15	13
Total Technical Points *(Total of technical rows)*	50	46	20	48	38	36	39
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0
Total Price Points	50	48		50			
TOTAL POINTS *(Technical + Price)*	100	94		98			

FINAL SCORE

RFP NO. 683
GASOLINE AND DIESEL FUEL
EVALUATION OF PROPOSALS

BETTY ALEXANDER (SBD)

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SELECTION CRITERIA / PROPOSERS	Maximum Points	BV Oil Company, Inc.	Osher Oil d/b/a Costa Oil	Macmillan Oil Company of Florida Inc.	Mansfield Oil Company of Gainesville, Inc.	RKA Petroleum Companies, Inc. dba Land and Sea Pertroleum	Urbieta Oil Company
Proposer's relevant experience, qualifications, past performance and experience and, qualification of key personnel that will be assigned to this project and fuel transportation	20	15	5	15	10	10	10
Fuel delivery services by local haulers	10	10	5	10	5	5	5
Proposer's approach to providing the services requested in this Solicitation including fuel storage capacities	20	20	5	20	5	10	15
Total Technical Points *(Total of technical rows)*	50	45	15	45	20	25	30
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%	0	0	0	0	0	0
Total Price Points	50	45		50			
TOTAL POINTS *(Technical + Price)*	100	90		95			

Memorandum

MIAMI-DADE COUNTY

Date: October 5, 2009

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Amado Gonzalez
Procurement Contracting Officer

Subject: Team Member to be added for RFP No. 683: Gasoline and Diesel Fuel Negotiations

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On August 28, 2009, the Report of Evaluation/Selection Committee for RFP No. 683, Gasoline and Diesel Fuel was approved. The Report indicated that the following individuals would be participating in the negotiations:

Wendi Norris, Director, General Services Administration
Max Fajardo, Deputy Aviation Director, Miami Dade Aviation Department
Amado Gonzalez, Procurement Contracting Officer, Department of Procurement Management

Mr. Max Fajardo left County service on September 30, 2009, prior to the commencement of negotiations. Mr. Jose Abreu, Director, Miami-Dade Aviation Department (MDAD) recommended Mr. Carlos Jose, Assistant Director, MDAD as his replacement for these negotiations. This will ensure that MDAD's needs are appropriately addressed during the negotiation process.

Approved

George M. Burgess
County Manager

10/7/09
Date

Not Approved

George M. Burgess
County Manager

Date

Memorandum

MIAMI-DADE COUNTY

Date: April 28, 2009

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the General Services Administration Request for Proposals for Gasoline and Diesel Fuel - RFP No. RQPM0900098

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the General Services Administration Request for Proposals for Gasoline and Diesel Fuel - - RFP No. RQPM0900098.

Selection Committee
Amado Gonzalez, DPM (Non-Voting Chairperson)
Wendi Norris, GSA
Ana Gutierrez, GSA
Harpal Kapoor, MDT
Max Fajardo, MDAD
Betty Alexander, SBD

Technical Advisors (Non-Voting)
Paul Stanton, Port Everglades Department of Broward County
Hector Paredes, GSA

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating, and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

You will be advised of the date, time and place at which the Committee will convene. If you are unable to participate in the Selection process, contact this office through the Department of Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score(s)
Price
Adjusted Score (if applicable)
Committee's Overall Ranking and Recommendation

This report should be submitted to me by DPM for review and consideration for further recommendation for negotiations.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Wendi Norris, Director, GSA
Harpal Kapoor, Director, MDT
Jose Abreu, Director, MDAD
Penelope Townsley, Director, SBD

Selection Committee
Amado Gonzalez, DPM (Non-Voting Chairperson)
Wendi Norris, GSA
Ana Gutierrez, GSA
Harpal Kapoor, MDT
Max Fajardo, MDAD
Betty Alexander, SBD

Technical Advisors (Non-Voting)
Paul Stanton, Port Everglades Department of Broward County
Hector Paredes, GSA

Memorandum

MIAMI-DADE COUNTY

Date: June 12, 2009

To: Amado Gonzalez, Chairperson
Department of Procurement Management

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the General Services Administration Request for Proposals for Gasoline and Diesel Fuel - RFP No. RQPM0900098 **(Substitution #1)**

Please be advised that I substituting Douglas L. Yoder of the Miami-Dade Water and Sewer Department in place of Ana Gutierrez of the General Services Administration Department. Ms. Gutierrez is being re-assigned as a Technical Advisor. Should you have any questions, please refer them to Sharon Ryland of the Department of Small Business Development.

Selection Committee
Amado Gonzalez, DPM (Non-Voting Chairperson)
Wendi Norris, GSA
Douglas L. Yoder, MDWASD
Harpal Kapoor, MDT
Max Fajardo, MDAD
Betty Alexander, SBD

Technical Advisors (Non-Voting)
Paul Stanton, Port Everglades Department of Broward County
Hector Paredes, GSA
Ana Gutierrez, GSA

c: Miriam Singer, Director, DPM
John Renfrow, Director, MDWASD
Jose Abreu, Director, MDAD
Penelope Townsley, Director, SBD