



# Board of County Commissioners Request for Quotation

THIS IS NOT AN ORDER

Date: 10/16/09

Page: 1 of 11

**RFQ #2009000356**

Charlotte County Purchasing Division  
18500 Murdock Circle, Room 344  
Port Charlotte, Florida 33948-1094

Contact Person: Alisa L. True, CPPB, Contract Specialist

Contact Phone: 941.743.1549

FAX: 941.743.1384

Reply No Later Than: October 21, 2009 @ 3:00 p.m. (EST)

## Scope of Services

### LP PROPANE FUEL – ANNUAL CONTRACT

**PURPOSE:** It is the intent of Charlotte County to secure a firm price for the purchase of LP Propane Fuel, on an as required basis. It is the specific purpose of this Quote to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

**QUOTE PRICES:** The price quoted shall include Contractor's cost in full for all transportation, labor, materials and equipment used in performing the services herein. The term of this Contract shall be from date of award through and including September 30, 2010, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same prices, terms and conditions.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing) under "Purchasing Bids Online", Historical Catalog, Contract number 07-441.

**DELIVERY:** Delivery time shall be expressed in hours. Prices quoted shall include delivery to the addresses listed on pages 2, 3, and 4 or to any other specified Charlotte County location. Successful firm shall notify the receiving department at least twenty-four (24) hours prior to delivery. Delivery days and times will vary depending on the delivery location.

**EXAMINATION OF DOCUMENTS / SITE:** Prior to the submission of a Quote Form, Quoter shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under this contract. Failure to familiarize himself/herself with conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that may be required.

**NOTICE TO PROCEED:** A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon commencement date. No work under the Contract shall begin until after the Notice to Proceed/Purchase Order has been issued.

**RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

**FORM OF CONTRACT:** The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the County, shall constitute a binding contract. The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the County's quote package.

**ARITHMETIC DISCREPANCIES:** For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of quote evaluation, the County will proceed on the assumption that the quoter intends his quote be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the quote will be so reflected on the tabulation of quotes.

**CANCELLATION:** The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

**EQUAL EMPLOYMENT OPPORTUNITY:** Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All quoters are hereby notified that the successful quoter (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

**SCOPE OF SERVICES:**

- A. This contract shall include supply and delivery of propane fuel, and the provision of related parts for tanks, fuelers, and carburetion systems.

The following tanks & or propane cylinders do not belong to Charlotte County and will therefore need to be replaced by the awarded Contractor with their own tanks at no additional cost to Charlotte County:

Facilities Construction & Maintenance  
 Englewood Annex (1 each 200 gallon tank)  
 6868 San Casa Drive  
 Englewood, FL

Parks, Recreation & Cultural Resources  
 Beach Park (1 each 500 gallon tank)  
 4500 Harbor Blvd.  
 Port Charlotte, FL

Utilities  
 CCU (4 each 33 gallon tanks)  
 25550 Harbor View Rd.  
 Port Charlotte, FL

Public Works  
 Maintenance & Operations (1 each 9 gallon tank)  
 7000 Florida Street  
 Punta Gorda, FL

- B. The quantity purchased shall be limited to the County's requirements during the contract term. During this period of time, the successful quoter shall guarantee the provision of all Charlotte County's propane fuel needs. In like nature, Charlotte County shall agree to purchase all required propane for County-owned storage from the successful quoter.
- C. Quoters must include a description of their location and ability to supply Charlotte County with its fuel needs in an expeditious manner.
- D. In case of default by the successful Contractor, or he/she fails to deliver the product ordered by the time specified, Charlotte County, after due notice, may procure the product from other sources and hold the successful Contractor responsible for all damages including, without limitation, any excess cost(s) resulting from the default.
- E. Purchase orders shall be issued on an "as needed" basis.
- F. Indicated below are the locations, number of tanks and tank sizes that will be serviced under the requirements of this contract both County and Vendor owned tanks. Also listed are the estimated annual quantities, which are given for quoter's guidance only; no minimum quantity is implied or guaranteed. Charlotte County reserves the right to amend quantities & locations.

DEPARTMENT	LOCATION	NO. OF TANKS	SIZE OF TANK(S) (in gallons)	ESTIMATED ANNUAL QUANTITIES (in gallons)
Facilities Construction & Maintenance	South County Annex 410 Taylor Street Punta Gorda, FL	1	250	375
		1	500	
Facilities Construction & Maintenance	Administration Building 18500 Murdock Circle Port Charlotte, FL	4	1,000	500
Facilities Construction & Maintenance	Englewood Annex 6868 San Casa Drive Englewood, FL	1	200	100
Facilities Construction & Maintenance	Medical Examiner 18130 Paulson Drive Port Charlotte, FL	1	250	125
Facilities Construction & Maintenance	South Punta Gorda Heights Civic Association 1120 1 <sup>st</sup> Avenue Punta Gorda, FL	1	1,000	100
Parks, Recreation & Cultural Resources	Event Center 75 Taylor Street Punta Gorda, FL	4	9	100
Parks, Recreation & Cultural Resources	Beach Park 4500 Harbor Blvd. Port Charlotte, FL	1	500	250
Public Works	Maintenance & Oper. 7000 Florida Street Punta Gorda, FL	8	27	600
Public Works	Fleet Management 7000 Florida Street Punta Gorda, FL	3	9	100
Public Works	Traffic Signs & Marking 7000 Florida Street Punta Gorda, FL	2	83	300
Utilities	CCU 25550 Harbor View Rd. Port Charlotte, FL	4	33	200
		2	9	
		2	27	
Utilities	Rotonda RO Plant 3560 Haitian Road Cape Haze, FL	3	9	100
Fire/EMS	Station #2 1493 Collingswood Blvd. Port Charlotte, FL	2	120	120

DEPARTMENT	LOCATION	NO. OF TANKS	SIZE OF TANK(S) (in gallons)	ESTIMATED ANNUAL QUANTITIES (in gallons)
Fire/EMS	Station #3 4322 El Jobean Rd. El Jobean, FL	1	120	100
Fire/EMS	Station #4 13600 Marathon Blvd. S. Gulf Cove, FL	1	1,000	120
Fire/EMS	Station #5 26287 Notre Dame Blvd. Punta Gorda, FL	1	120	100
Fire/EMS	Station #6 27589 Disston Avenue Punta Gorda, FL	2	120	200
Fire/EMS	Station #7 2743 Mooney Avenue Charlotte County Airport	2	1,000	1,600
Fire/EMS	Station #8 21500 Clinton Avenue Port Charlotte, FL	2	1,000	1,600
Fire/EMS	Station #9 12900 SR 31 Punta Gorda, FL	1	120	120
Fire/EMS	Station #11 27055 Rushmore Ave. Port Charlotte, FL	2	1,000	120
Fire/EMS	Station #12 2001 Luther Road Port Charlotte, FL	1	1,000	120
Fire/EMS	Station #13 6868 San Casa Road Englewood, FL	1	1,000	120
Fire/EMS	Station #14 9495 Placida Rd. Englewood, FL	1	1,000	120
Fire/EMS	Station #15 13190 Eisenhower Road Port Charlotte, FL	2	1,000	1,600
Fire/EMS	Station #16 29400 Palm Shores Blvd. Punta Gorda, FL	2	1,000	1,600
Fire/EMS	Babcock Tower 42501 Bermont Road Punta Gorda, FL	1	500	480
Fire/EMS	Grove City Tower 5060 Placida Road Englewood, FL	1	500	480
Fire/EMS	Edgewater Tower 22429 Edgewater Drive Port Charlotte, FL	1	500	480
Fire/EMS	Charlotte Sports Park 2300 El Jobean Road Port Charlotte, FL	1	500	480
Fire/EMS	Sheriffs Gun Range 25500 Airport Road Punta Gorda, FL	1	500	250

- G. The successful quoter shall fill tanks on an "as needed" basis. Delivery tickets **must be provided at the location serviced and signed by a County representative at the time of delivery. Tickets will not be accepted for payment without proper signature.**
- H. Quoters are to include costs plus mark-up (%) for all fuel, parts, tanks and related propane equipment the County may wish to purchase throughout the contract period. All such purchases must be documented by copy of dealer's invoice from supplier.
- I. The successful Quoter shall be called upon from time to time to supply technical information service-related to propane fuel systems. He/she must be willing to supply this service as an accommodation for this contract. Should the County require service work by the Contractor, such work shall be paid at the Contractor's standard rate for labor.

It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

**WARRANTY:** Equipment to have a one (1) year warranty against defective material(s) and workmanship, which shall be inclusive in the quoted price. If any part of the equipment should fail during the warranty period, it shall be repaired/replaced by the quoter at no expense to Charlotte County. Warranties shall be in writing and presented at time of delivery.

**SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT:** The Contractor shall not subcontract, sublet or otherwise assign more than forty-nine percent (49%) of the Contract value.

**TAXES:** Charlotte County is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

**PERMITS AND REGULATIONS:** Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

**SAFETY AND HEALTH REQUIREMENTS:** Charlotte County Safety and Health Requirements specifically outline the purpose, authorization, rules, and techniques to be utilized by all Contractors performing work for Charlotte County. All Contractors should become familiar with the contents of this program to ensure compliance with its procedures. The Contractor shall submit a Contractor Health and Safety plan to the County prior to commencement of work. (See attached requirements)

**PAYMENT:** All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

**INSURANCE REQUIREMENTS:**

**Workers' Compensation** - Insurance covering all employees meeting Statutory Limits in compliance with the applicable state, federal laws. The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident.

**Comprehensive General Liability** - Coverage shall have minimum limits of \$1,000,000 Per Occurrence, combined Single Limit or Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

**Business Auto Liability** - Coverage shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

**Special Requirements** - 1) Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers, are to be included as an Insured on both the Comprehensive General Liability and Business Auto Liability Policies, and must be listed as such on the Insurance Certificate, Charlotte County to be named insured as: **Charlotte County**; 2) An appropriate Hold Harmless Clause shall be included; 3) Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of cancellation or modification of any stipulated insurance coverage; 4) It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet; and, 5) Certificates of Insurance meeting the required insurance provisions shall be forwarded to the Purchasing Division after notification of award, prior to commencement. **For the purpose of identification, when submitting insurance, the quote name and number must be included on the certificate.**





**AFFIDAVIT**  
**Claiming Status as a Local Business**

Quoter affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009.

**A. Local Business Definition:**

Local business means the company has a valid Business Tax Receipt issued by Charlotte County at least six months prior to the quote submission to do business within Charlotte County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of Charlotte County in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their quote to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a quote to the County will lose the privilege to claim local preference for a one year period.

**B. Competitive quote (local price match option):**

Each formal competitive quote solicitation shall clearly identify how the price order of the quotes received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price quote, and the quote submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final quote equal to or lower than the amount of the low quote previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final quote. In the case of a tie in the best and final quote between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the quoter will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the quoter's submission being deemed non-responsive.

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

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

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

Year Business Established in Charlotte County: \_\_\_\_\_

State of Florida  
County of Charlotte

Sworn to and subscribed before me, a Notary Public, for the above State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**This page to be returned only if Contractor is claiming a Local Business Status.**

**SOURCE OF SUPPLY AND SUBCONTRACTORS**

The following sources of supply and subcontractors shall be used for **LP PROPANE FUEL – ANNUAL CONTRACT**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

<u>Source of Supply</u>	<u>Subcontractor(s)</u>
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Quoter's Name: \_\_\_\_\_

(This page to be returned)

**SAFETY AND HEALTH REQUIREMENTS  
LP PROPANE FUEL – ANNUAL CONTRACT  
BID NO. 2009000356**

**SH-01 HEALTH AND SAFETY PLAN:** It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Loss Control Coordinator will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Loss Control Coordinator to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

**SH-02 ACCIDENTAL SPILLS:** In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Loss Control Coordinator.

The following phone numbers may be used in the event of an emergency:

Risk Management	941-743-1332
Loss Control Coordinator	941-764-4191 (or Cell 941-763-9951)

**SH-03 CONTROL OF FUGITIVE EMISSIONS:** The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

**A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS:** Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

**B. LEAD-CONTAINING BUILDING MATERIALS:** Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Loss Control Coordinator or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

**C. SAMPLING AND MONITORING RESULTS:** The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.