

THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE ST.
TALLAHASSEE, FLORIDA 32303

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
April 11, 2012

PURCHASING CONTACT:
June Kail - 488-1206
kailj@leonschools.net

RFP TITLE:
Fuel For District Vehicles - On Site Fueling

RFP NUMBER:
304-2013

RFP OPENING DATE & TIME:

May 15, 2012 @ 2:00 P.M. EST

NOTE: PROPOSALS RECEIVED AFTER THE OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Leon County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 3397 West Tharpe St., Tallahassee, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ (EXT) \_\_\_\_\_ FACSIMILE NUMBER \_\_\_\_\_

EMAIL: \_\_\_\_\_

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

**BID IDENTIFICATION LABEL**

**NOTICE TO ALL BIDDERS:** A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The Leon County School District Purchasing office is open from 8:00a.m. to 5:00p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

<b>Sealed Bid – DO NOT OPEN</b>	<b>Sealed Bid – DO NOT OPEN</b>
<b>RFP Title:</b>	<b>Fuel for District Vehicles – On Site Fueling</b>
<b>RFP No.:</b>	<b>304-2013</b>
<b>Proposals Due:</b>	<b>May 15, 2012 @ 2:00 P.M. EST</b>
<b>From:</b>	
<b>Address:</b>	<hr/> <hr/> <hr/>
<b>Deliver To:</b>	Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303
<b>Sealed Bid – DO NOT OPEN</b>	<b>Sealed Bid – DO NOT OPEN</b>

## I. INTRODUCTION & GENERAL INFORMATION

The Leon County School District (the District) is soliciting proposals from local and/or national fuel vendors, distributors, fuel management system operators, or governmental agencies for the procurement and delivery of fuel at multiple sites throughout the District.

## II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "vendor" as used within this RFP refers to the successful bidder.

A. **GENERAL:** In the event of contract award, the terms and conditions of this RFP or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect).

B. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this RFP agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s.287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

C. **AWARD:** In the event of contract award, this contract shall be awarded to the responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the District, taking into consideration price and other requirements as set forth in the RFP. **Low cost proposal is but one of the evaluation parameters and does not guarantee contract award. Any bidder who is awarded the contract must maintain the same prices as originally bid for the duration of the term of the contract and any subsequent renewal periods.** Bidders are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this RFP shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.

**It is anticipated that an award recommendation will be presented to the School Board for consideration at its regularly scheduled meeting on June 12, 2012.**

D. **TERM:** The initial term of this contract will be after the date of School Board approval, on or about **July 1, 2012 through June 30, 2014**, and may, by mutual agreement between the School Board of Leon County, Florida and the awardee(s), upon final School Board approval, be extended for three (3) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agree to this condition by signing its bid.

E. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or ten days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

F. **EXEMPT FROM THIS BID:** Purchases shall not include items available at lower prices on established Florida state contracts, cooperative bid agreements which are awarded by other Florida school boards, city, county, or other local governmental agencies, Florida community colleges, U.S. Communities contracts, GSA contracts and State University System contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.

G. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- H. PUBLIC RECORDS LAW:** Pursuant to Florida Statutes Chapter 119.071(1), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.

Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.

- I. BIDDER'S RESPONSIBILITY:** Before submitting their proposal, each vendor is required to carefully examine the Request for Proposal specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the vendor will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
- J. OCCUPATIONAL LICENSE:** The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every contractor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists..
- K. WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- L. LSBE GOAL:** The District strongly encourages the use of **Local Small Business Enterprises** for participation as partners, joint venturers, prime contractor, sub-contractors and in contracting opportunities. See School Board Policy No. 6.14, Small Business Development Program and the attached "Local Small Business Program" information document if you would like to request certification as a LSBE.
- M. LOCAL PREFERENCE:** This RFP is subject to the local preference provisions as specified in School Board Policy 6.07.
- N. DRUG-FREE WORKPLACE:** Whenever two or more proposals are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- O. PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Leon County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- P. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- Q. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- R. PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- S. INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- T. STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- U. INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- V. RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- W. LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Florida Statutes, and all rules and regulations promulgated thereunder. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.
- All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.**
- X. PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- Y. PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- Z. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- AA. TERMINATION FOR DEFAULT:** The Director of Purchasing shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.
- BB. TERMINATION/CANCELLATION OF CONTRACT:** The School Board reserves the right to cancel the contract without cause with a minimum 30 (thirty) days written notice. Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract. Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract. The bidder may cancel the resulting contract with 30 (thirty) days **written** notice to the Director of Purchasing. Failure to provide proper notice may result in the bidder being barred from future business with the School District.

**CC. TERMINATION FOR CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

**DD. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.

**EE. AUDITS, RECORDS, AND RECORDS RETENTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
5. Persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**FF. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace to be tolerated. Violations will be subject to the immediate termination of the contract.

"Firearm" means any weapon " (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated. Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with **FS 435.04** will enter onto any school site.

**GG. BACKGROUND AND SCREENING REQUIREMENTS:** In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policy 2.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policy prior to providing services to the School Board of Leon County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board Policy.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1.12.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. **The cost of a Level II Background Check is currently \$95.00. Remittance shall be in the form of a VISA/MasterCard or money order payable to Leon County Schools. The cost to obtain a mandatory identification card is \$10.00 and will be collected separately.**

Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or convictions(s), of any offense enumerated in School Board Policy within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**LCSB Policy 2.021 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.**

**HH. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

**II. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be the qualifications/certifications of the firm and personnel proposed to do the work and cost proposal. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder’s past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

Evaluation Criterion	ASSIGNED POINTS
<b>CRITERION 1: Qualifications of the Firm</b>	+ 0 - 30
<b>CRITERION 2: Responsiveness and Service Levels Proposed/Strength of Disaster Recovery Plan/Emergency, Backup and Spillage Plans</b>	+0 - 30
<b>CRITERION 3: Quality of References School Board or similar size entity references</b>	+ 0 - 20
<b>CRITERION 4: Cost Proposal</b>	+ 0 - 20
<b>TOTAL SCORE</b>	

**JJ. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder’s responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the school Districts website at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

**KK. DISPUTE RESOLUTION CLAUSE:** In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

Representative’s Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Our District Representative will be: Mr. Jeff Wahlen  
Ausley & McMullen  
(850) 224-9115



**LL. PROTESTING BID SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP or any Addenda thereto, shall file a written notice of protest within 72 hours after official posting or receipt of this RFP or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays, days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the school district administration is closed. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.**

**MM. NOTICE OF INTENT TO AWARD:** Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the Purchasing Department web site at: <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> . For those who do not have Internet access, the notice will also be posted in a conspicuous location for review in the Purchasing Department Office, located at 3397 West Tharpe St., Tallahassee, Florida, on/or about **June 4, 2012** and will remain posted for a period of 72 hours or three business days, whichever is later. Interested parties may also call the Purchasing Department at (850)488-1206 on the aforementioned date to obtain a verbal Notice of Intent to Award. Bidders are requested to check this site for any change in the date established herein for posting of Notice of Intent to Award. Since this information is available as outlined above, the Purchasing Department will not mail or fax intent to award notices to all bidders.

**NN. PROTESTS TO CONTRACT AWARD:** The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website noted above. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6.09. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.**

Formal, written protests will be reviewed by the Purchasing Director, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat.

**OO. CONTACT:** All contact and requests for clarifications should be submitted via e-mail to: [kailj@leonschools.net](mailto:kailj@leonschools.net) no later than **April 25, 2012**. Answers will be posted at [www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm](http://www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm) no later than **April 27, 2012**. **Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.**

**PP. PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

### **III. SPECIAL CONDITIONS**

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

**A. AGREEMENT FORM:** The basis of our agreement shall be the terms and conditions of this Request for Proposal and the Bidder's response thereto. Any alternative agreement form or document required by Bidder shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this RFP or negotiate mutually acceptable terms or conditions as it deems appropriate.

- B. INTERPRETATION OF PROPOSAL DOCUMENTS:** No interpretation of the meaning of the RFP, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder verbally. Every request for such interpretation or correction should be made in writing, via fax or e-mail no later than **April 25, 2012**. Responses will be posted to the Districts purchasing website at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>, by **April 27, 2012**. All such interpretations and any supplemental instructions will be in the form of written Addenda to the RFP. Only the interpretation or correction so given through a written Addenda issued by the Purchasing Department shall be binding. No other source is authorized to give information concerning, or to explain or interpret the RFP. It shall be the Bidder's responsibility to confirm with the Purchasing Department, that they have received all Addenda issued, to obtain all such Addenda, and to return executed Addenda with their bid response.
- C. FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this ITB. Such offer shall be held open for a period of sixty days from ITB opening date or until one of the bids has been awarded by the District.
- D. RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.
- E. CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Bidder, to accurately evaluate the bid. Such information shall not materially change the original bid response nor serve to allow the addition of new information that was not originally expressed or referenced.
- F. USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- G. COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Director of Purchasing, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

- H. INDEMNIFICATION:** Successful bidder agrees to indemnify and save harmless the Leon County School District, its officers, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the successful bidder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the successful bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful bidder.
- I. INSURANCE:**
1. The successful bidder agrees to maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000.00 with an Insurance company rated not lower than "A" and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall

be endorsed so as to provide coverage for all liability hereby contractually assumed by the Supplier and a copy thereof shall be delivered to the District before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Supplier, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000. and the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$500,000 according to the same terms, provisions, conditions and requirements described in the first paragraph of this section. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.
  3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Supplier, the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.00.
- J. TERMINATION:** Except as it relates to any warranty provision established by this agreement and in addition to any and all rights by the parties in law or equity, the Successful Bidder may terminate this agreement at any time with thirty (30) days written notice to other without penalty. The District may unilaterally terminate this agreement with thirty (30) days written notice to Contractor without penalty at any time. In the event of termination, the Contractor (a) shall be responsible for the delivery of all products and services up to the date of termination, or (b) may mutually be canceled without penalty upon agreement by the parties. The District shall be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this agreement shall survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.
- K. COMPLIANCE WITH LAWS:** Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under the bid.
- L. GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the **State of Florida**. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- M. COMPLIANCE WITH SCHOOL CODE:** Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.
- N. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the District reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the District.

The District may consider pricing increases of the bid item(s) if the following conditions occur:

1. There is a verifiable price increase of the bid item(s) to the contract supplier.
2. The contractor submits to the District, in writing, notification of price increases.
3. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
4. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to

determine if it is in the best interest of the District to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The District reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the District is in acceptance of the new prices before processing any orders with the new costs.

- O. CONTRACTOR:** The contractor shall carefully review the contract documents and shall report to LCSB any error, inconsistency or omission discovered. The contractor shall perform no portion of the work at any time without contract documents or written approval from LCSB. The contractor shall provide supervision to direct the work using their best skills and attention, and shall be solely responsible for all contracted service means, methods, techniques, sequence, procedures and coordination of all portions of the work under contract. The contractor shall be responsible to LCSB for the acts and omissions of his employees, subcontractors and their agents and employees, or other persons performing any of the work under the contract.
- P. SUB-CONTRACTORS:** LCSB must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Director of Facilities. The vendor will be fully responsible to LCSB for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.
- Q. DAVIS-BACON ACT (34 CFR 80.36(i)(5)):** All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).
- R. PERMITS, FEES, NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to LCSB, shall assume full responsibility therefore and shall bear all costs attributable thereto.
- S. CHARTER SCHOOLS:** Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Leon County. LCSB is not responsible or liable for purchases that may be made by Charter Schools.
- T. PUBLIC RECORDS LAW:** Pursuant to Florida Statute, it is the practice of the Board to make available for public inspection and copying any information received in response to an Invitation to Bid (ITB) or Request for Proposals (RFP). No action on the part of the respondent to an ITB or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.
- U. NONDISCRIMINATION CONTACT INFORMATION:** No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law. Any employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact: Dr. Kathleen L. Rodgers, Equity and Title IX Compliance Officer, 2757 W. Pensacola Street, Tallahassee, FL 32304; (850)487-7306; [rodgersk@leonschools.net](mailto:rodgersk@leonschools.net)

**END OF SECTION**

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#### IV. PERFORMANCE REQUIREMENTS/SPECIFICATIONS & INSTRUCTION TO BIDDERS

A. **TERMS OF AGREEMENT:** The District will enter into a term contract agreement with a contractor(s) that is qualified and licensed to provide on site fueling services as specified herein. This agreement can be renewed annually upon mutual consent (and final approval by the School Board of Leon County, Florida) for a total not to exceed five-years. The agreement's first term will be effective after School Board approval on or about **July 1, 2012 through June 30, 2014**. Annual expenditures will vary based on District wide needs and corresponding availability of funds.

B. **BIDDER QUALIFICATIONS:**

1. Bidder must have a minimum of five (5) years experience in the provision of fuel delivery services.
2. Bidder must be adequately equipped, staffed and supplied to promptly and efficiently furnish, and deliver all products as specified to any and all District locations.
3. Bidder must have storage tanks located within a fifty (50) mile radius of Leon County, Florida capable of storing enough fuel product(s) to effectively service this contract in the event of an emergency or the inability to obtain fuel product from the Terminal of Record.

C. **REFERENCES:** Each Bidder is required to submit a list of three (3) customer references using the format on the attached "**Customer Reference Form**". Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to provide verifiable references will result in the Bidder not being considered for award. Unsatisfactory references may result in the Bidder not being considered for award.

D. **TRUCK CALIBRATION:** Florida Department of Agriculture and Consumer Bureau of Petroleum Inspection (<http://www.freshfromflorida.com/standard/petro/>) requires that each fuel delivery truck be inspected on an annual basis. **Bidder must provide a copy of the current annual inspection certification with their proposal.** Awarded Contractor must submit the annual inspection records within ten (10) days of inspection.

E. **GOVERNING STANDARDS:** Bidder must comply in all applicable ways with the following:

1. **NIST Handbook 44:** <http://www.nist.gov/pml/wmd/pubs/h44-12.cfm>
2. **Florida Statute 525 Gasoline and Oil Inspection:** <http://www.flsenate.gov/Laws/Statutes/2011/Chapter525>
3. **Florida Statute 526 – Sale of Liquid Fuels; Brake Fluid:**  
[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0500-0599/0526/0526PartIContentsIndex.html&StatuteYear=2011&Title=-%3E2011-%3EChapter%20526-%3EPart%20I](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0500-0599/0526/0526PartIContentsIndex.html&StatuteYear=2011&Title=-%3E2011-%3EChapter%20526-%3EPart%20I)

F. **DISTRICT FLEET:** The fleet of diesel/gasoline vehicles currently owned and operated by the District consists of:

- 207 diesel school buses
- 189 gasoline vehicles
- 44 diesel vehicles
- Miscellaneous grounds equipment and fuel cans that will require fueling at designated sites.

G. **QUANTITIES:** Estimated quantities to be purchased during the initial term of this contract are:

- **Diesel Fuel:** 600,000 gallons
- **Unleaded Gasoline:** 100,000 gallons
- **Non-Ethanol Gasoline:** To be determined

These quantities are estimates only and are subject to change in order to meet the demands and needs of the District. Actual quantities purchased may be less than or exceed the estimates above. These estimated quantities are in no way a guaranteed minimum, but provided as an approximate value of the needs of the District.

- H. PRICING:** The price proposed is the firm mark-up charge per gallon that the bidder will add to the terminal of record average weekly prices from the Oil Price Information Service Pad 1 Report, published weekly by Oil Price Information Service, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852. **This price is all inclusive, including product cost, transportation and any charges to be borne by the District, with the exception of taxes that must be collected at point of product delivery.**
- I. OPIS PAD REPORT FOR THE TERMINAL OF RECORD:** The successful bidder shall provide on Monday of each week, a copy of the weekly OPIS PAD 1 Report for the terminal of record. This report will be provided at the vendor's expense and must reach the Transportation Administrative office by e-mail or other means no later than 9:00 a.m. each Monday. This report will be provided to the District for the entire term of the contract, including any and all renewal periods.
- J. INVOICING:** The District has a net 30 day payment policy from receipt of invoice. The invoices should be submitted to the Leon County School Board, Transportation Department, 3395 West Tharpe Street, Tallahassee, Florida, 32304

**The awarded contractor must be able to provide separate invoices by site location.**

- K. DELIVERIES:** The on-site refueling will be accomplished as follows:
1. Tank trucks shall provide on-site refueling to each site on a daily basis, Monday through Sunday from 3:00 pm until refueling of vehicles is completed. The number of vehicles requiring refueling will vary daily at each site.
  2. The tank truck(s) shall have dual tanks, for both diesel fuel and unleaded gasoline with the proper dispensing equipment for each. Dual meters will provide accurate dispensing information. The appropriate fuel filters will be used for each type of fuel and will be cleaned and/or switched when dispensing both types of fuel. There is to be no contamination of either fuel by the other when dispensing both fuels.
  3. Delivery personnel will be required to closely monitor fuel hoses during the fueling processes. Drivers are not to leave hoses unattended during fueling operations.
  4. The unleaded gasoline shall be no less than 87 octane and the diesel fuel shall be #2 diesel. Both fuels shall at all times pass all inspection and test standards for the grades as prescribed by applicable State of Florida and Federal specifications.
  5. The District reserves the right to request on-site testing of fuel by the Department of Agriculture, and to obtain a manifest of fuel on board on an unannounced basis.
  6. The awarded bidder may be required to provide a certified inspection of gas meters. The District reserves the right to perform an independent audit and inspection of meters.
  7. Tank trucks must be equipped with sealed State of Florida approved and inspected meters capable of providing metered delivery tickets with each delivery made to the District. **NON-METERED DELIVERIES WILL NOT BE ACCEPTED.**
  8. Tank trucks must meet all Federal, State, County and local mechanical and safety requirements and must be able to pass inspection at all times. All required safety equipment shall be carried on vehicles during deliveries to the District.
  9. Deliveries shall be made on the basis of quantities adjusted to 60°F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery ticket shall reflect the net gallons delivered after temperature compensation.
- L. AUTOMATED FUEL SYSTEM:** The Automated Fuel System must be a part of each tank truck and provide the following information:
1. Management reports to include miles per gallon, cents per mile, time, location, quantity, employee and vehicle number for each transaction and transactions history.
  2. A daily access for additions/deletions to data base.
  3. System security
  4. The ability to override the system through a specific authorization procedure to resolve any site problems that reject fuel authorization.
- M. SPILLAGE:** The successful bidder shall have an established, on-going, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Any spillage, however minor, that occurs during delivery must be reported to the Transportation Department (488-2636) immediately. Voice contact must be made; messages on answering machines are not acceptable. **Bidders shall submit in detail their plan for handling spills should they occur.** The successful bidder shall be solely responsible for all costs incurred during fuel spill cleanup.

**N. TESTING:** Fuel purchased will be subject to periodic tests by the oil laboratory of the Florida Department of Agriculture, and fuel found by this laboratory not meeting the minimum specifications is to be picked up by the supplier and the contract award made as a result of this RFP will be subject to cancellation at the discretion of the Director of Purchasing and the School Board of Leon County.

**O. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION:** Bidder certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Bidder further certifies that, if he is the awarded vendor, the material, equipment, etc. delivered is subsequently found to be deficient in any OSHA standard in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) shall accompany any items delivered under a contract resulting from this solicitation. The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards of other risks in the use of the toxic substance, including:
  - a. The potential for fire, explosion, corrosiveness and reactivity.
  - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance.
  - c. The primary route of entry and symptoms of exposure.
3. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
4. The emergency procedure for spills, fire, disposal and first aid.
5. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**P. EMERGENCY SERVICES:** The products/services required under this RFP are vital to the operation of the District and are required during emergency situations such as hurricanes and other catastrophes, whether man made or natural. Time is of the essence during these situations and the vendor awarded this contract must be able to be contacted at any time, day or night during those periods. **Please provide emergency contact information as part of your proposal documentation.** Failure to deliver product within the required time and at the contracted price during regular or emergency operations may result in one or more of the following:

1. The District will obtain fuel from another source until a regular schedule can be established and maintained by the contract vendor.
2. Termination of contract.
3. If successful vendor fails to deliver more than two (2) consecutive times without giving the District a twenty-four hour or more notification of non-delivery, vendor will be in default of contract, contract will be terminated and bidder will be debarred from doing business with the Leon County School District for a period of three (3) years. The District will make every effort to be fair and reasonable during times of disaster.

**Q. FUEL DELIVERY BACK-UP PLAN:** Bidder must document with their proposal their fuel delivery back-up plan in the event of equipment failure or other internal unforeseen circumstances that might cause a delay or inability in servicing this contract.

**R. DISASTER RECOVERY PLAN:** Bidder must be able to provide product in the event of power outages, natural disasters, acts of God or any/all unforeseen circumstances. In the event Leon County or the State or Federal Government has declared a state of emergency to be in effect, the bidder shall maintain an uninterrupted supply of products/services described in these specifications. Your proposal must include a mobile emergency system backup plan. Please be complete and specific with the details of your plan. **Bidder shall state the amount of fuel that can be held in reserve status in the event of limited allocations and/or disaster.**

Whenever possible, as part of your mobile emergency system back up plan, please identify a vendor(s) known to be able to perform the scope and services of this contract in the event of your unavailability due to unforeseen, emergency circumstances.

- S. PRODUCT RATIONING:** In the event of imposed Federal or State Petroleum Product allocation regulations or any similar petroleum product limiting legislation, the vendor shall provide full support to the District in application for maximum allowable allocation levels of specified fuels.
- T. FUEL SPECIFICATIONS/ DIESEL:** The standard for diesel fuel properties is defined in the American Society for Testing and Materials (ASTM) D975-93, *Standard Specification for Diesel Fuel Oils*. All diesel fuel products provided as a result of this contract award are required to meet these ASTM Standards, and/or any current ASTM emergency specification for:
1. ULTRA LOW SULFUR DIESEL FUEL
  2. BIO DIESEL
  3. RED EYE DIESEL
- U. FUEL SPECIFICATIONS/ GASOLINE:** The gasoline supplied under the terms of this bid must meet either the detailed requirements of the current ASTM Standards Specifications for Gasoline, or any current ASTM emergency specifications.
1. The gasoline shall be lead free Volatile Hydrocarbon fuel free from water, suspended matter, and suitable for use as fuel in internal combustion engines.
  2. Corrosion Test, method A.S.T.M. D130-30. A clean copper strip shall not show more than extremely slight discoloration when submerged in the gasoline for three (3) hours at 120°F.
  3. Distillations range. Method A.S.T.M. D86-46. When the thermometer reads 75°C (167°F) not less than 10% shall be evaporated. When the thermometer reads 140°C (284°F) not less than 50% shall be evaporated. When the thermometer reads 200°C (392°F) not less than 90% shall be evaporated. The residue shall not exceed 2%.
  4. Sulfur A.S.T.M. D90-34T (modified) Sulfur shall not exceed 0.10%.
  5. Vapor Pressure. Method A.S.T.M. D323-40. The vapor pressure at 37.8°C (100°F) shall not exceed 12 pounds per square inch.
  6. Octane number (research). Method A.S.T.M. D908-48T. The octane number shall be 87 or better or commonly known as regular gasoline.
  7. Billing to be adjusted to 60°F temperature, upon delivery.
  8. Successful bidder will make any adjustments as mandated by EPA requirements.
  9. The District is seeking pricing for delivery of non-ethanol gasoline in the event future tanks are installed at District sites during the term of this agreement and any renewal periods that may be exercised.
- V. INVOICING AND MARKUP:** The District reserves the right to negotiate the vendor's firm mark-up based on what the District feels it can reasonably afford to pay for the service:
1. Prices on gasoline and diesel fuels shall be based on the published weekly average Oil Price Information Service (OPIS) gross prices, plus or minus a firm fixed price increment (service charge) for the contract period and any subsequent renewal periods. Price changes shall go into effect every Monday at 12:01 a.m. and shall be based on published OPIS averages for the preceding week. OPIS price average and fixed price increment must be shown on all invoices.
  2. The successful vendor will be required, for pricing and audit purposes, to select a terminal location identified in the PAD 1 Report, OPIS, as designated "terminal of record". The District has currently identified the Bainbridge Georgia terminal as the servicing terminal of record for this contract.
  3. In the event the terminal of record becomes inoperative or unavailable at any time during the duration of this contract and/or any subsequent renewal periods, the District reserves the right, at its sole discretion, to approve any changes to the current identified terminal.
  4. The previous OPIS weekly average price per gallon will be sent to the Purchasing Department via FAX or e-mail no later than 9:00a.m. every Monday morning. Failure to do so will result in delay of payment of those invoices affected. Your e-mail should be sent to the Purchasing contact noted on page one of this RFP, June Kail, at [kailj@leonschools.net](mailto:kailj@leonschools.net). Fuel prices will be adjusted (escalated or de-escalated) weekly based on the previous weeks OPIS average. All fuel delivered will be billed based on the previous weeks OPIS average.
  5. Bidders are requested to quote prices exclusive of any local, state, or federal taxes, funds or fees. Appropriate local, state, or federal taxes, funds or fees should be added to each invoice during the billing cycle. Federal Excise Tax on



gasoline and diesel fuel shall NOT be charged to the District. The successful vendor will be provided with a certificate of exemption by the District and will be required to register with the Internal Revenue Service.

6. The District reserves the right to negotiate with the successful vendor, the best avenue for addressing the collection and payment of taxes on gasoline and diesel fuel.

- W. PRICE ADJUSTMENT:** The District recognizes and understands the volatility of the fuel industry. In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the District reserves the right to negotiate the firm mark up (service charge) price with the contractor at any time during the duration of this contract in accordance with Section III, item N of these specifications. **Price negotiations will be at the sole discretion of the District.**
- X. LAWS AND CODES:** All work shall be accomplished in strict accordance with specifications as set forth herein, and all applicable federal, state, county and local laws, codes, ordinances and School Board policies. In addition, without exception, the awarded contractor(s) shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal regulations and laws as they apply.
- Y. DISCRIMINATION:** Bidder(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods and training selection.
- Z. NON-EXCLUSIVE:** The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State, County or Governmental contracts, or to perform the work with its own employees.
- AA. SAFETY:** The awarded contractor shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the District. The awarded contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they relate to, and are applicable to the performance of the work of this contract.
- BB. EMERGENCIES:** In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized District representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.
- CC. DAMAGE TO DISTRICT OWNED PROPERTY:** Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the District within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized District representative, may make repairs that are deemed within its capability. The District reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the District's operations. Costs of any replacement or repairs made by the District for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. **This shall not prevent the District from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor.**
- DD. SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.
- EE. IDENTIFICATION:** All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.
- FF. ATTIRE:** Proper attire shall be worn at all times.
1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
  2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
  3. Proper shoes to insure the individual's safety shall be worn at all times.
- GG. FRATERNIZATION:** The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this Agreement are strictly forbidden from participating in any manner and form of interaction with the students of Leon County Public Schools. Violation of this provision may result in

removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with the District.

**HH. CONTRACTOR ACCESSIBILITY:** Contractor shall be accessible by a Leon County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

**END OF SECTION**

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE  
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## V. QUESTIONNAIRE AND RESPONSE

- A. **PROPOSAL REQUIREMENTS:** Bidders must submit **one (1) original and five (5) copies** of their completed proposal for this RFP. All proposals submitted in response to this RFP shall become the property of the District. Proposals should be sealed and mailed or hand delivered to: Leon County Schools, Purchasing Department, Attn: June Kail, 3397 West Tharpe St., Tallahassee, Florida, 32303.

**Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics.** Each page of the proposal should state the name of the bidder, the RFP number, and the page number. The District may request additional data or material to support proposals.

If any director, officer, employee, agent or other representative of a bidder, including any other parties that may be involved in a joint venture or a consortium with the bidder, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of the District, with the exception of, June Kail, Director of Purchasing with respect to the bidder's response or any other bidder's response, the District shall be entitled to reject that respondent's proposal. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a proposal.

- B. **PROPOSAL ORGANIZATION:** Your proposal is to be organized and submitted in the exact format as listed below:

1. Bidder Acknowledgement form (Page 1 of these specifications).
2. Bid Identification Label affixed to your submittal (Page 2 of these specifications)
3. Dispute Resolution Contact (See page 8, item KK)
4. **Company profile sheet to include:**  
*(Proposals submitted without this information will be considered non-responsive and will not be evaluated for contract award).*
  - a. **Brief statement of interest and qualifications to include years in business and total number of employees by classification.**
  - b. **Primary focus of business dealings.**
  - c. **Emergency Contact Information.**
  - d. **A narrative proposal outlining RFP response and/or deviations to specifications. Implementation plans and advantages for considering your proposal.**
  - e. **Fuel Delivery Back Up Plan.**
  - f. **Disaster Recovery Plan.**
  - g. **Information on any current multi-year contracts of a similar nature and any unsolicited support the Bidder wishes to include.**
5. Cost Proposal Form (See page 21)
6. Customer Reference Form (See page 23 )
7. Vendor Questionnaire (See page 24)
8. Drug Free Workplace Verification Form (See page 25)
9. Certification Regarding Debarment (See page 26 - 27)
10. Sworn Affidavit – Jessica Lunsford Act (See pages 28 – 29)
11. Local Small Business consideration (See page 30)
12. Application for Vendor Status (See page 33)

- C. **DOCUMENTATION:** Bidder **must include in their proposal** all documentation that will be used during the course of this agreement. **Bidder in all cases shall be in a position to assure a timely completion of service to the District.** Bidder will be

asked to commit to an acceptable response and turn-around time as a performance parameter to this agreement. Bidder will be audited during the contract to confirm that performance commitments are being met.

**D. IMPLEMENTATION SCHEDULE:** The estimated schedule for selecting and awarding this contract is as follows:

<b>Mailing/Posting of Request for Proposals</b>	<b>April 11, 2012</b>
<b>Submission of Questions by Proposers</b>	<b>April 25, 2012</b>
<b>Posting of Responses to Questions</b>	<b>April 27, 2012</b>
<b>Opening of Proposals</b>	<b>May 15, 2012</b>
<i>(Proposals due no later than 2:00 P.M.)</i>	
<b>Evaluation of Proposals</b>	<b>May 15 - 31, 2012</b>
<b>Notice of Intent to Award Posted on or about</b>	<b>June 4, 2012</b>
<b>School Board Consideration Date</b>	<b>June 12, 2012</b>
<b>Contract Inception Date after Board Approval</b>	<b>July 1, 2012</b>

**END OF SECTION**

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**RFP No. 304-2013 FUEL FOR DISTRICT VEHICLES – ON SITE FUELING**  
**Cost Proposal Form**

**Vendor Acknowledgment and Approval**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and as described herein. Please print below and sign where required.

\_\_\_\_\_  
 Authorized Representative's Name/Title    Authorized Representative's Signature    Date

\_\_\_\_\_  
 Company's Name    Telephone Number    FAX Number

\_\_\_\_\_  
 Address    City    State    Zip Code

\_\_\_\_\_  
 Area Representative    Telephone Number    FAX Number

ITEM	DESCRIPTION	UNIT	SERVICE CHARGE (FIRM MARKUP)	OPIS AVERAGE AT TIME OF PROPOSAL
<b>1</b>	<b>Ultra Low Sulfur Diesel (ULSD)</b>	Gallon	\$ _____	
<b>2</b>	<b>Bio Diesel</b>	Gallon	\$ _____	
<b>3</b>	<b>Super Diesel Fuel</b>	Gallon	\$ _____	
<b>4</b>	<b>Gasoline 87 Octane</b>	Gallon	\$ _____	
<b>5</b>	<b>Gasoline /Non-Ethanol</b>	Gallon	\$ _____	

**TERMINAL OF RECORD:** \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:** The undersigned also acknowledges the receipt of the following Addenda:

*ADDENDUM NO.* \_\_\_\_\_ *DATED* \_\_\_\_\_ *ADDENDUM NO.* \_\_\_\_\_ *DATED* \_\_\_\_\_

*ADDENDUM NO.* \_\_\_\_\_ *DATED* \_\_\_\_\_ *ADDENDUM NO.* \_\_\_\_\_ *DATED* \_\_\_\_\_



### STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Purchasing Department, Leon County Schools, 3397 W. Tharpe Street, Tallahassee, Florida, 32303. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Leon County.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to bid on your **RFP No. 304-2013 – Fuel for District Vehicles – On Site Fueling**

- \_\_\_\_\_ We do not offer this product or the equivalent.
- \_\_\_\_\_ Insufficient time to respond to the invitation to bid.
- \_\_\_\_\_ Remove our name from this bid list only.
- \_\_\_\_\_ Our product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond requirements.
- \_\_\_\_\_ Other. (Specify below)

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**THE LEON COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
3397 WEST THARPE STREET  
TALLAHASSEE, FLORIDA 32303**

**REP NO. 304-2013 – FUEL FOR DISTRICT VEHICLES – ON SITE FUELING  
CUSTOMER REFERENCE FORM**

Please provide all requested information for each reference.

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

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

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

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

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

**Business Type:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Last Supplied Products or Services:** \_\_\_\_\_

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**THE LEON COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
3397 WEST THARPE STREET  
TALLAHASSEE, FLORIDA 32303**

**REP NO. 304-2013 – FUEL FOR DISTRICT VEHICLES – ON SITE FUELING**

**VENDOR QUESTIONNAIRE**

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

Yes       No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes       No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?

Yes       No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes       No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes       No

Is Vendor currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes       No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes       No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes       No



## DRUG FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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.

Vendor's Signature \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS**

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name(s) of Authorized Representative(s)

\_\_\_\_\_  
Title(s) of Authorized Representative(s)

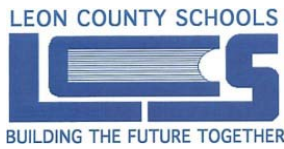
\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

Form AD-1048 (1/92)

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**SWORN STATEMENT – NEW CONTRACTS  
SWORN STATEMENT PURSUANT TO SECTION 1012.465,  
FLORIDA STATUTES AS AMENDED BY  
HB 1877, THE JESSICA LUNSFORD ACT**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF  
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to The School Board of Leon County, Florida (*hereinafter* “Board” or “School Board”) by \_\_\_\_\_  
*(Print individual’s name and title)*

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

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
*If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.*

2. I, \_\_\_\_\_ am duly authorized to make this sworn statement  
*(Print individual’s name and title)*  
on behalf of: \_\_\_\_\_  
\_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter* “The Act” or “Act”) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or “**contractual personnel**” by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines “**contractual personnel**” to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a \_\_\_\_\_ (*eg. a charter bus company*)  
*(Type of entity)*  
All contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that “level 2 screening requirements” as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department

of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

- 8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- 11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_ is personally known to me  OR produced identification

by showing \_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_ My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

## LOCAL SMALL BUSINESS CERTIFICATION

The LCSB has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the LCSB has determined that it is in the best interest of LCSB and the community to give a preference to Local Small Business Enterprises (LSBE) in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value or other documented benefits of the proposals received in relation to such expenditures.

In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, LSBE shall be assigned an additional 5% of the total evaluation points, provided the LSBE is certified and located within the local market area at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

Check if you are requesting consideration as a certified LSBE:  Yes or  No

1. Contract award will be conditioned on meeting the requirements of this section. The Leon County School Board requires the following:
2. Submission by the proposer of the completed "Tabulation of Subcontractors" form with the proposal; (when applicable)
3. The names and phone numbers of all Subcontractors. Clearly designated which Subcontractors are a qualified LSBE that will participate in the contract;
4. A description of the Work and/or Materials that each qualified LSBE will perform or supply;
5. The dollar amount or percentage of the Work and/or Materials that each qualified LSBE will provide on the project;
6. If the actual participation of qualified LSBE in the apparently successful proposal is not maximized, as determined by the Small Business Development Office, such proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to proposal submission, to maximize the use of qualified LSBE on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

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

Vendor's Signature \_\_\_\_\_

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **REP NO. 304-2013 – FUEL FOR DISTRICT VEHICLES – ON SITE FUELING.**

### INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: The School Board of Leon County, Florida and its members, officers and employees.

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

1. **Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
2. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
3. **Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**

**“The School Board of Leon County, Florida” must be listed as additional insured on all liability coverage's except Workers' Compensation.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- a. The company must be:
  1. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
  2. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of “A” or better and a Financial Size Category of “IV” or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- b. with respect only to the Workers' Compensation insurance, the company must be:
  1. authorized as a group self-insurer pursuant to Florida Statutes or
  2. authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School

Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**Leon County Schools  
Purchasing Department  
Attn: June Kail, Director of Purchasing  
3397 W. Tharpe St.  
Tallahassee, Florida 32303**

**The name and address of Leon County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as “Additional Insured”.**

**The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Heath at (850) 487-7113.**



SUPERINTENDENT  
Jackie Pons

LEON COUNTY SCHOOLS  
2757 West Pensacola Street – Tallahassee, FL 32304-2998  
**FAX FORM TO: (850) 487-7869**

BOARD VICE-CHAIR  
Forrest Van Camp  
BOARD MEMBERS  
Georgia "Joy" Bowen  
Dee Crumpler  
Maggie Lewis-Butler

BOARD CHAIRMAN  
Dee Dee Rasmussen

**APPLICATION FOR VENDOR STATUS**  
(IRS W-9 Facsimile)

NEW VENDOR:

**COMPANY NAME:** \_\_\_\_\_ UPDATE INFO:

**CONTACT PERSON:** \_\_\_\_\_

**PHONE NUMBER:** (     ) \_\_\_\_\_

**FAX NUMBER:** (     ) \_\_\_\_\_

**CORRESPONDENCE:**

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP + 4: \_\_\_\_\_ - \_\_\_\_\_

**REMITTANCE:**

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP + 4: \_\_\_\_\_ - \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**WEBSITE:** \_\_\_\_\_

PLEASE CHECK APPROPRIATE BOX:  Individual/Sole Proprietor  Corporation  Partnership  
 Other \_\_\_\_\_

PLEASE INDICATE THE FOLLOWING: \*Minority Vendor?  Yes  No     Male:  Female:

White:  Hispanic:  African American:   
 American Indian:  Other: \_\_\_\_\_

*\*If yes, certification required –  
(Please submit with form)*

**TAX IDENTIFICATION NUMBER:** \_\_\_\_\_ - \_\_\_\_\_

Federal Employer Identification Number  
OR

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

**CHECK THE FOLLOWING AS APPROPRIATE:**

Business is incorporated or Federal, State or Local Governmental Entity  Yes  No

Supplier, Provider, Physician of medical or health care services  Yes  No  
(incl. medical, health, accident and sickness insurers)

By: \_\_\_\_\_  
SIGNATURE                      PRINTED NAME\*                      DATE

**BID SUBMITTAL REQUIREMENTS/ CHECKLIST:** To help ensure that you include all the submittals necessary to complete a thorough evaluation of your Bid, we suggest that you use this checklist as a reminder. Please include this checklist along with your response. Items checked “Required” must be submitted with your response or your Bid will be declared non-responsive.

Verified	Required	Description of Submittal	Included
	<input checked="" type="checkbox"/>	ITB – Bidder Acknowledgement Form – page 1	
		Bidder Identification Label (affixed to submittal) – page 2	
	<input checked="" type="checkbox"/>	Dispute Resolution Contact – page 8, item KK	
	<input checked="" type="checkbox"/>	<p><b>Company profile sheet to include:</b>  <i>(Proposals submitted without this information will be considered non-responsive and will not be evaluated for contract award).</i></p> <ul style="list-style-type: none"> <li>• Brief statement of interest and qualifications to include years in business and total number of employees by classification.</li> <li>• Primary focus of business dealings.</li> <li>• Emergency Contact Information.</li> <li>• A narrative proposal outlining RFP response and/or deviations to specifications. Implementation plans and advantages for considering your proposal.</li> <li>• Fuel Delivery Back Up Plan.</li> <li>• Disaster Recovery Plan.</li> <li>• Information on any current multi-year contracts of a similar nature and any unsolicited support the Bidder wishes to include.</li> </ul>	
	<input checked="" type="checkbox"/>	Cost Proposal Form – page 21	
	<input checked="" type="checkbox"/>	Customer Reference Form – page 23	
	<input checked="" type="checkbox"/>	Vendor Questionnaire – page 24	
	<input checked="" type="checkbox"/>	Drug Free Workplace Certification – page 25	
	<input checked="" type="checkbox"/>	Certification Regarding Debarment – page 26-27	
	<input checked="" type="checkbox"/>	Sworn Affidavits – Jessica Lunsford Act - pages 28-29	
	<input checked="" type="checkbox"/>	Local Small Business Certification – page 30	
	<input checked="" type="checkbox"/>	Application for Vendor Status – page 33	
		Bid Submittal Requirements Checklist	

**ATTACHMENT A:**

**DELIVERY LOCATIONS:** The District is identifying the following sites, all located within Leon County, Tallahassee, Florida as the established locations for fuel delivery. The District reserves the right to add or delete sites from this list during the duration of the contract as it deems to be in its best interest:

<b>Site</b>	<b>Address</b>
Transportation Department	3395 West Tharpe Street
Property Management	3360 West Tharpe Street
Facilities and Maintenance	3420 West Tharpe Street
Facilities and Operations	3397 West Tharpe Street
Nutrition Services Department	3397 West Tharpe Street
Media Center (Aquilina Howell Center)	3955 West Pensacola Street
Maintenance Department	150 Progress Drive
Maintenance Grounds Department	3955 West Pensacola Street
Maintenance Athletic Department @ Cox Compound	601 Paul Russell Road
Lively Technical Center	500 N. Appleyard Drive
Transportation Appleyard Compound	526 Appleyard Drive
Transportation Cox Compound	601 Paul Russell Road
Transportation Connor Compound	3601 Connor Blvd.
Transportation Department	440 Capital Circle South West