



**School Board of Leon County, Florida  
District Term Contract  
DTC-23-1002**

**Fuel Delivery Services**

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This Contract is between the School Board of Leon County, a public school district within Leon County, Florida with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and Eli Roberts & Sons, Inc., (Contractor) located at 2195 Lake Bradford Road, Tallahassee, FL 32310. The District and Contractor are collectively referred to herein as “Parties,” and individually as a “Party.” All capitalized terms shall have the meaning assigned to them in the Contract, unless otherwise defined here.

The Contractor responded to the District’s Invitation to Bid (ITB), No: 5713-2023, Fuel Delivery Services. The District has accepted the Contractor’s Proposal and enters into this Contract in accordance with the terms and conditions of ITB 5713-2023, Fuel Delivery Services.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

**I. Scope of Work**

This Contract serves as a master agreement, with individual purchases being made via purchase orders (POs). The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined in ITB 5713-2023, Fuel Delivery Services, and all Addenda, which are referenced and incorporated herein.

**II. Contract Term**

The initial term of the Contract is for three (3) years. The initial Contract term shall begin on February 1, 2023, or on the last date on which it is signed by all Parties, whichever is later.

**III. Renewal Terms**

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, at the renewal pricing specified in the Contractor’s original submission, upon mutual agreement of the Parties as set forth in the Contract.

**IV. Contract**

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: ITB 5713-2023 Fuel Delivery Services and all Addenda
- b) Exhibit B: Eli Roberts & Sons, Inc. response to ITB 5713-2023 Fuel Delivery Services; and
- c) Exhibit C: ITB 5713-2023 Fuel Delivery Services Bid Tabulation

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;
- b) Exhibit A: ITB 5713-2023 Fuel Delivery Services and all Addenda
- c) Exhibit B: Eli Roberts & Sons, Inc. submittal to ITB 5713-2023 Fuel Delivery Services; and
- d) Exhibit C: ITB 5713-2023 Fuel Delivery Services Bid Tabulation

## V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract, which alter the definition of the services, shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

## VI. Contract Notices

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

## VII. Contract Management

The District employee who is primarily responsible for maintaining the Contract Administration file is:

Shelly Kelley - Coordinator  
Office of Business Services  
Leon County Schools  
3397 West Tharpe Street  
Tallahassee, FL 32303  
Telephone (850) 488-1206  
Email: [kelleys2@leonschools.net](mailto:kelleys2@leonschools.net)

The District's Contract Manager is:

Fred Johnson - Director  
Transportation  
1156 Capital Circle SW  
Tallahassee, FL 32304  
850-488-2636  
Email: [johnsonf@leonschools.net](mailto:johnsonf@leonschools.net)

The District may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager, or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Joshua Roberts  
Vice President  
Eli Roberts & Sons, Inc.  
2195 Lake Bradford Road  
Tallahassee FL 32310  
Telephone: (850) 576-3145  
Email: [chelsea@eliroberts.com](mailto:chelsea@eliroberts.com)

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager, or designee, if a new employee is designated as the contact person for this Contract.

## VIII. Termination

### A. Termination for Convenience

This Contract may be terminated by either Party at will upon no less than 30 calendar days' written notice, unless a shorter period of time is mutually agreed upon by both Parties. The Board's sole obligation shall be to reimburse the Contractor for those goods or services shipped and accepted by the Board up to the date of termination, and costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Contractor, as of the date of termination. In no event shall the Board be responsible for the loss of anticipated profit. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in person with proof of delivery.

### B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District choose to provide, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice of the deficiency by the District. Any breach of this Contract which is still left uncured by the Contractor after the District has elected to provide 30 calendar days to cure (remedy) the breach, may result in the District's termination of this Contract upon 24 hours written notice by the District. If the District does not elect to afford an opportunity for the Contractor to cure a breach (e.g. instances of egregious Contractor conduct or other Contractor actions which may be harmful to the District), the District may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

### C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

D. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

E. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

**IX. Assignment**

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager, or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special district of the State of Florida upon providing written notice to the Contractor.

**X. Subcontracts**

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager, or designee, enter into written subcontract(s) for performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

**XI. Price Adjustments**

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is affected by extreme or unforeseen conditions in the marketplace, outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

## XII. Additions/Deletions

During the term of the Contract, the District reserves the right to add or delete the number of commodities or services, when considered to be in its best interest. Pricing shall be comparable to amounts awarded.

## XIII. Other Conditions

### A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made, or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:**

**Leon County Schools  
ATTN: Julie Jernigan  
2757 West Pensacola Street  
Tallahassee, Florida 32304  
Telephone: (850) 487-7177  
Email: [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net)**

### B. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee.

The District's Divisional Director of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers and the District's Contract Administrator.

C. Notices

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

D. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum this coverage shall include general liability coverage no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28., F.S.

E. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

F. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

G. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, (not including renewal years), the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel.

CONTRACTOR: Eli Roberts & Sons, Inc.

  
Joshua Roberts, Vice President

1 - 10 - 23  
Date

SCHOOL BOARD OF LEON COUNTY, FL

  
Alva Swafford Smith, Board Chair

1/24/23  
Date

  
Rocky Hanna, Superintendent

1/24/23  
Date

# Invitation to Bid (ITB)



**"Preparing students to become responsible, respectful, independent learners equipped with the critical thinking skills necessary to compete in our global society."**



## **Fuel Delivery Services**

### **ITB 5713-2023**

ITB Released: November 15, 2022

Deadline for Questions\*: November 29, 2022

Bids Due\*: 2:00 p.m. on December 13, 2022

Nancy Scott  
Procurement Officer  
Leon County Schools  
Purchasing Department  
3397 West Tharpe Street  
Tallahassee, Florida 32303

\*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)

# ITB Timeline

Steps in the ITB process	Date and Time	Location (if applicable)
Release of ITB	November 15, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Written Questions Due	November 29, 2022	Submit to: Nancy Scott, Procurement Officer Subject: ITB 5713-2023 Fuel Delivery Email: <a href="mailto:purchasing@leonschools.net">purchasing@leonschools.net</a>
Anticipated Posting of Answers to Submitted Questions	December 1, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Sealed Bids Due and Opened	December 13, 2022	Submit to: Leon County Schools Purchasing Department Attn: Nancy Scott, Procurement Officer ITB 5713-2023 Fuel Delivery 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Response Opening
Anticipated Date the District will Advertise its Notice of Award Recommendation	January 3, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>

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# SECTION 1: Key information



## 1.1 Quick Facts

- a. The School Board of Leon County, Florida (hereinafter referred to as the “District”) is requesting sealed bids for the provision of fuel delivery services, as needed.
- b. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- c. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- d. 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 or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



## 1.2 Bidder Qualifications

Bidders shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. The awarded Contractor(s) shall have a **minimum of three (3) years experience within the last five (5) years** providing fuel delivery services for commercial, governmental, or institutional customers.
- b. 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.
- c. 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.



## 1.3 How to Contact us (Procurement Rules and Information)

- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478>.
- c. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Bidders to this ITB or persons acting on their behalf, may not contact any employee, officer or member of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.
- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-

disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

**e. The District's Procurement Officer**

**Name:** Nancy Scott, Purchasing Agent II

Purchasing Department

Leon County Schools

3397 W. Tharpe Street

Tallahassee, FL 32303

**Telephone:** (850) 488-1206

**Email:** [purchasing@leonschools.net](mailto:purchasing@leonschools.net)

- f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.



## 1.4 Developing Your Bid

- a. This ITB is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
  2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
  3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.
- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.
- e. Bids that contain provisions that are contrary to the material requirements of this ITB are not permitted. Including alternate provisions or conditions to material requirements will be considered a counter offer and will result in the Bid being deemed non-responsive.
- f. Bidders must use the Attachment I, Bid Form, to submit pricing. Bidders shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITB.
- g. Bidders should thoroughly review their Bid before submission to ensure the Bid is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Bidder while responding to this ITB, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Bidders are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.

- j. The District shall reject any and all Bids that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Bid rejected for failure to meet these requirements will not be evaluated further:
  1. The Bidder's Bid shall demonstrate that it has a **minimum of three (3) years experience within the last five (5) years** providing fuel delivery services for commercial, industrial, or governmental customers.;
  2. The Bidder must confirm they have a permanent place of business and adequate resources to perform the services contemplated by this ITB;
  3. The Bid must demonstrate experience in providing fuel delivery services to at least three (3) customers of similar scope and size;
  4. The Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
  5. The Bidder shall complete and submit Attachment I, Price Sheet, Attachment II, Notice of Conflict of Interest, and Attachment III, Bidder Contact Information.



## 1.5 Submitting Your Bid

- a. Bidders shall submit their Bids in a sealed envelope or package with the ITB number and the date and time of the Bid opening clearly marked on the sealed envelope or packaging. Bidders may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Bids submitted via email or fax.**
- b. Bidders must mail or otherwise deliver their Bids to the following address:  
**Leon County Schools  
Purchasing Department**  
ITB 5713-2023 Fuel Delivery Services  
Attn: Nancy Scott, Procurement Officer  
3397 W. Tharpe Street  
Tallahassee, FL 32303
- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. **Late Bids will not be accepted.**
- d. Submit one (1) signed, original, and one (1) electronic copy of the Bid in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Bid will take precedence in the event there is a discrepancy between the original and electronic copy.
- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
- f. Bidders are encouraged to print Bid documents double-sided and minimize the use of non-recyclable materials.



## 1.6 Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Bid that is improperly sealed, addressed, or not correctly identified with the ITB number.

- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders.



## 1.7 Disposition of Bids

- a. The District reserves the right to withdraw this ITB at any time and, by doing, assumes no liability to any Bidder.
- b. The District reserves the right to reject any Bids received in response to this ITB.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All documentation produced as part of this Bid shall become the exclusive property of the District, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Bid will not affect this right. Should the District reject all Bids and re-solicit, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.



## 1.8 Changes to the ITB

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

**Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Bidders are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Bid.



## 1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to [Bidprotests@leonschools.net](mailto:Bidprotests@leonschools.net). Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

# SECTION 2: Scope of Work

## 2.1 Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies which govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12<sup>th</sup> grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers specialized technical training programs for higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

## 2.2 Procurement Overview

Through this solicitation, the District is seeking competitive Bids from licensed and experienced fuel delivery service providers.

The District will work with the Awarded Bidder(s) to execute one (1) or more contracts for services soon after the award of this ITB. Bidders must have the ability to begin the implementation of services if awarded on or before January 1, 2023.

## 2.3 Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

## 2.4.1 2.4 Scope of Work

The District is seeking a qualified and experienced Contractor(s) to provide fuel delivery services on both a scheduled and “as needed basis”.

**Services:** Contractor(s) shall furnish and deliver Ultra-Low Sulfur Diesel Fuel and 87 Octane Unleaded Gasoline as needed. Bidder(s) shall submit technical data on the type of fuel that will be supplied.

- a. Tank trucks shall provide on-site refueling of diesel school buses on a daily basis, Monday through Sunday, from 3:00 p.m. Eastern Time, until refueling of buses is complete.
- b. Delivery personnel will be required to closely monitor fuel hoses during the fueling processes. Drivers are not to leave hoses unattended during fueling operations.
- c. The District reserves the right to request on-site testing of fuel by the Florida Department of Agriculture and Consumer Services (FDACS), and to obtain a manifest of fuel on-board with no prior notice.
- d. The awarded Contractor 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.
- e. 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.
- f. 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.
- g. Deliveries shall be made on the basis of quantities adjusted to 60°F following the current edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets shall reflect the net gallons delivered after temperature compensation.

2.4.2 **Automated Fuel System:** Each tank truck shall include an Automated Fuel System and provide the following information:

- a. Management reports including miles per gallon, cents per mile, time, location, quantity, employee, and vehicle number for each transaction.
- b. Daily access for additions/deletions to the System.
- c. System security

2.4.3 **d.** The ability to override the System through a specific authorization procedure to resolve any site problems that reject fuel authorization.

**Bus and Bulk Tank Fueling:** The District currently owns and operates:

- 2.4.4 a. 103 diesel school buses
- b. (1) - 10,000 gallon Gasoline E-10 bulk tank
- c. (1) - 15,000 gallon Diesel bulk tank

2.4.5 **Truck Calibration:** FDACS, Bureau of Petroleum Inspection requires that each fuel delivery truck be inspected on annually. Each Bidder must provide a copy of the current annual inspection certification with their Bid. The Contractor must submit the annual inspection records throughout the Contract period within ten (10) days of inspection.

**Contamination:** Should the fuel tank(s) be contaminated due to action of the Contractor, the Contractor shall be wholly responsible for the removing and disposing of all contaminated products properly in accordance with all applicable federal, state, and local laws. The Contractor

shall also clean the contaminated tank(s), line(s), and nozzle(s) at no cost to the District. The contaminated product(s), including those other than diesel fuel, must be replaced at no cost to the District. The Contractor agrees to abide by the District's determination of whether the fuel tank(s) have been contaminated due to action of the Contractor.

The Contractor's trucks must be continually monitored by the delivery driver. The Contractor is responsible for the clean-up of all spills/leaks occurring during or as a result of District delivery, and shall notify the Florida Department of Environmental Protection (DEP) of any spill/leaks, as required by law.

2.4.6 **Spillage:** The Contractor 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 Districts Transportation Department at (850)488-2636 immediately. Live contact must be made; messages on voicemail are not acceptable. Bidders shall submit in detail their plan for handling spills. The Contractor shall be solely responsible for all costs incurred during fuel spill cleanup.

2.4.7 **Emergency Services:** The products/services required under the Contract 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 Contractor(s) must be able to be contacted at any time, day or night during those periods. 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:

- a. The District will obtain fuel from another source until a regular schedule can be established and maintained by the Contractor(s).
- b. Termination of the Contract; or
- c. If the Contractor(s) fails to deliver more than two (2) consecutive times without giving the District at least 24 hours notice of non-delivery, they will be in breach of the Contract, the Contract will be terminated and the Contractor may 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.

2.4.8

2.4.9 **Fuel Delivery Backup Plan:** The Bidder must document 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 the Contract.

2.4.10

2.4.11 **Product Rationing:** In the event of imposed Federal or State Petroleum Product allocation regulations or any similar petroleum product limiting legislation, the Contractor shall provide full support to the District in application for maximum fuel allowable allocation levels.

**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 the Contract are required to meet these ASTM Standards, and/or any current ASTM emergency specification.

**Fuel Specifications/ Gasoline:** The gasoline supplied under the terms of the Contract must

meet either the detailed requirements of the current ASTM Standards Specifications for Gasoline, or any current ASTM emergency specifications, including:

- a. The gasoline shall be lead-free Volatile Hydrocarbon fuel with no water or suspended matter, and suitable for use as fuel in internal combustion engines.
- b. A clean copper strip shall not show more than extremely slight discoloration when submerged in the gasoline for three (3) hours at 120°F. Corrosion Test, method A.S.T.M. D130-30.
- c. When the thermometer reads 75°C (167°F) not less than 10% shall be evaporated. When the thermometer reads 140°C (284°F) no less than 50% shall be evaporated. When the thermometer reads 200°C (392°F) no less than 90% shall be evaporated. The residue shall not exceed 2%. Distillations range. Method A.S.T.M. D86-46.
- d. Sulfur shall NOT exceed 0.10%. Sulfur A.S.T.M. D90-34T (modified)
- e. The vapor pressure at 37.8°C (100°F) shall not exceed 12 pounds per square inch. Vapor Pressure. Method A.S.T.M. D323-40.
- f. The octane number shall be 87 or better, commonly known as regular gasoline. Octane number (research). Method A.S.T.M. D908-48T.
- g. Billing to be adjusted to 60°F temperature, upon delivery.
- h. The Contractor will make any adjustments as mandated by EPA requirements.

2.4.12

**Testing:** Fuel will be subject to periodic tests by the FDACS oil laboratory, and any fuel found to not meet the minimum specifications must be picked up by the Contractor 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.

2.4.13

**Delivery Locations:** On-site fueling locations in Tallahassee, Florida are listed below. The District reserves the right to add or delete locations at its discretion at any time throughout the term of the Contract in accordance with the conditions and prices of the Contract.

2.4.14

2.4.15

Site	Address
Transportation Appleyard Compound (83 buses)	526 Appleyard Drive, Tallahassee, FL 32304
Transportation Connor Compound (78 buses)	3601 Connor Blvd. Tallahassee, FL 32311
Transportation Department (35 buses)	1156 Capital Circle SW Tallahassee, FL 32304
Maintenance Department (10,000 gallon Gasoline E-10 bulk tank and 15,000 gallon Diesel bulk tank)	3420 Tharpe St. Tallahassee, FL 32303

**Account Representation:** The Contractor shall designate one point of contact for communications with the District.

**Personnel:** The Contractor shall have, at the time of submitting their Bid and throughout the term of the Contract, experienced personnel capable of performing fuel delivery services. The Contractor shall supply personnel with all the appropriate equipment, tools, transportation, and training to provide the service in accordance with the ITB.

**Labor and Material:** The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services required for the proper execution and completion of the work specified herein.

2.4.16 **Protection of Work, Property, and Personnel:** The Contractor shall guard against damage and loss to the District property and shall replace and repair any loss or damages. The District may withhold payment or make deductions, as it deems necessary to ensure reimbursement for loss and damages due to the negligence of the Contractor. The Contractor shall take the necessary safety precautions to protect both personnel and property while work is in progress

2.4.17 while also adhering to the project schedule.

## 2.5 Invoice and Markup

The District's payment terms are net 30 days from receipt of a properly detailed and accurate invoice.

- a. 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 renewals. 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. The applicable OPIS price average and fixed price increment must be shown on all invoices.
- b. The Contractor will be required, for pricing and audit purposes, to select a terminal location identified in the PAD 1 Report, OPIS, to designate as the "Terminal of Record".
- c. In the event the Terminal of Record becomes inoperative or unavailable at any time during the duration of this Contract, the District reserves the right, at its sole discretion, to approve any changes to the current identified terminal.
- d. 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 Contractor will be provided with the District's certificate of exemption and will be required to register with the Internal Revenue Service.

## 2.6 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Contractor(s) performance under the Contract and in determining compliance with Contract terms and conditions:

- On-site reviews;
- Documentation/review of timely response to requests;
- Documentation/review of timely completion work.
- Documentation/review of invoices and costs.

The Contract Manager will provide a written monitoring report to the Contractor within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Contractor(s) the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable, in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing. The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

## SECTION 3: Procurement Rules and Information

### 3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Each Bidder shall complete and submit Attachment I, Price Sheet, indicating pricing for the services as detailed.
- b. Completed Application for Vendor Status\* and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
- c. Attachment II, Notice of Conflict of Interest
- d. Attachment III, Bidder Contact Information
- e. Attachment IV, Local Preference Affidavit (if applicable)
- f. Attachment V, Subcontracting Form (if applicable)
- g. Attachment VI, Drug-Free Workplace Certification (if applicable)
- h. Attachment VII, Certification Regarding Debarment
- i. Attachment VIII, Certification Regarding Lobbying

**\*Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

### **3.2 Basis of Award**

The District intends to issue an award to the Responsible Vendor who submits a Responsive Bid with the lowest Grand Total Price, as evidenced in Attachment I, Price Sheet. Optional services will not be considered for award.

In the event the Responsible Vendor with the lowest Grand Total Price is found non-responsive, the District may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Grand Total Price and continue the award process. Any and all award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

### **3.3 Advertising Notice of Board Decision**

The District reserves the right to award one (1) or more Contracts, in whole, or for part, for the services sought in this ITB. The District reserves the right to accept or reject any and all offers or separable portions, and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Bids, or to cancel/withdraw the ITB.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

### **3.4 No Prior Involvement and Conflicts of Interest**

Any Bidder who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Bidder shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made by anyone for, or on behalf of, the Board. The Bidder shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.

### **3.5 Confidentiality, Proprietary, or Trade Secret Material**

The District takes its public records responsibilities, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Bidder must also simultaneously provide the District with a separate redacted

copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Bidder submits its Bid to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the District for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its Bid, the District is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

### **3.6 Small Business Participation**

This ITB is subject to the small business development provisions specified in Board Policy 6325.

### **3.7 Local Business Preference**

This ITB is subject to the local preference provisions specified in Board Policy 6450.

# SECTION 4: Contract Terms and Conditions

## 4.1 Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

## 4.2 Use by Other Public Agencies

Pursuant to their own governing laws and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

## 4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

## 4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

## 4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractor, regardless of function, providing services on District property, shall comply with the District's security requirements, as defined by the Board, including background checks, compliance

with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### **4.6 Background Screening Requirements/Jessica Lunsford Act**

Florida Statutes contain certain fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. All contractor staff must successfully pass a Level 2 background screening. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

##### **District Contact**

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: [kimblerd@leonschools.net](mailto:kimblerd@leonschools.net)

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

#### **4.7 Insurance**

Below are the minimum insurance requirements the Contractor(s) must maintain:

- 4.7.1 General Liability: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2 Workers Compensation: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.3 Auto Liability: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: "(Contractor Name) does not own any vehicles. In the even

insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition”.

- 4.7.4 Acceptability of Insurance Carriers: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody’s Investor Service.
- 4.7.5 Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of award of the contract.
- 4.7.6 Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
  - 4.7.6.1 The School Board of Leon County, Florida, its members, officers, employees and agents are added as additional insured.
  - 4.7.6.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Leon County, Florida.
  - 4.7.6.3 Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St. Tallahassee, FL 32303
  - 4.7.6.4 The School Board of Leon County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.
- 4.7.7 Cancellation of Insurance: Vendors are prohibited from providing services under this Contract with the District without the minimum required insurance coverage and must notify the District within two (2) business days if required insurance is cancelled.

#### **4.8 Copyrights, Right to Data, Patents, and Royalties**

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District, and may not be copied or removed by any employee of the Contractor’s without express written permission of the District.

The Contractor, without exception, shall indemnify, and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District’s alteration of the article. The

District will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

#### **4.9 Independent Contractor Status**

The Successful Bidder shall be considered an independent Contractor in the performance of its duties, and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

#### **4.10 Contact with Students**

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent Contractors, subcontractor , or other persons involved in any manner with providing goods or services under the Contract(s).

#### **4.11 Assignment**

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida, upon giving written notice to the Contractor.

#### **4.12 Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### **4.13 Severability**

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

#### **4.14 Reservation of Rights**

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees, and of the general public which is served by the Board, either directly or indirectly, through these services.

#### **4.15 Americans with Disabilities Act**

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

#### **4.16 Employment of District Personnel**

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

#### **4.17 Legal Requirements**

The applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Bids received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### **4.18 Conflict of Law and Controlling Provisions**

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

#### **4.19 Default**

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

#### **4.20 Termination**

##### **4.20.1 Termination at Will**

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### **4.20.2 Termination for Cause**

Performance issues will be handled per Section 2.6 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

#### **4.20.3 Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

#### **4.20.4 Termination for Lack of Funds**

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

#### **4.20.5 Contract Termination Requirements**

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

### **4.21 Public Records**

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net), (850)487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.**

#### **4.22 Indemnification**

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### **4.23 Disputes**

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services, or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

#### **4.24 Federal Terms and Conditions**

For any solicitation that involves, receives or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment

Opportunity” as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. Applies to all construction contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.

- b.** Copeland “Anti-Kickback” Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c.** Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub grantees when required by Federal grant program legislation.
- d.** Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-Contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all applicable contracts awarded by the District and sub grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e.** Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts and transcripts.
- f.** Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g.** Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts and sub grants for amounts in excess of \$150,000.
- h.** Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i.** Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.

1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it, nor its principals, its agents or its representatives are 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 Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J): Certification regarding use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to varied at or above \$100,000.
1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
- l. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

#### **4.25 Anti-Discrimination**

No person shall, on the basis of sex (including transgender, gender nonconforming and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

#### **4.26 Discriminatory Vendor List**

Per the provisions of 287.134(2)(a), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.” The Vendor certifies, by submission and signature of their Bid, that neither the Bidder, nor its principal Vendor, agent or representative is presently on the discriminatory vendor list, or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

#### **4.27 Public Entity Crime & Convicted Vendor List**

Per the provisions of 287.133 (2)(a), F.S. “a 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, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies 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 Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder, nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

#### **4.28 Scrutinized Companies Certification**

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

## SECTION 5: Definitions

In this ITB, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

<b>Adjacent County</b>	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the Bid or Bid opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
<b>Business Day</b>	Any weekday in Florida, excluding Saturdays, Sundays, and observed holidays.
<b>Contract</b>	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
<b>Contract Manager</b>	The District representative, or their designee, whose responsible for oversight of the resulting Contract including performance monitoring and certification of invoices for payment.
<b>District/Board (LCS)</b>	Leon County School District, with the Leon County School Board serving as the contracting entity
<b>District Project Manager</b>	The District representative, or their designee, who is responsible for assigning and monitoring the individual projects on site, documenting deficiencies, and certifying project completion
<b>Mandatory Responsiveness Requirements</b>	Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.
<b>Material Deviation(s)</b>	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
<b>Minor Irregularity</b>	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the District.
<b>Bidder</b>	A legally qualified corporation, partnership, or other business entity that submits a Bid to the District in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.
<b>Responsible Bidder or Vendor</b>	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
<b>Responsive Bid</b>	A Bid, submitted by a Responsible Bidder, which conforms to all material aspects of this ITB.
<b>Subcontract</b>	An agreement between the Contractor and any other person or organization, in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
<b>Successful Bidder(s) or Contractor</b>	The Bidder(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.

**Attachment I**  
**Price Sheet**

**ITB No. 5713-2023 Fuel Delivery Services**

	Description	Unit	Service Charge (Firm Markup)
1.	Diesel w/Premium Additive	Gallon	\$
2.	Gasoline E – 10	Gallon	\$
3.	Gasoline Unleaded/Non-Ethanol	Gallon	\$
<b>Grand Total Price (Sum of 1 - 3)</b>			\$
<b>Optional Services (not considered in the award)</b>			
4.	Bulk Tank Fueling – Diesel	Gallon	\$
5.	Bulk Tank Fueling – Gasoline E-10	Gallon	\$
<b>Optional Price Total (Sum of 4 – 5)</b>			\$

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

\_\_\_\_\_  
 FEIN

\_\_\_\_\_  
 Authorized Representative Name (Printed)

\_\_\_\_\_  
 Authorized Representative Title

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

\_\_\_\_\_  
 Date

**Attachment II**  
**Notice of Conflict of Interest**

(Bidders shall complete either Section 1 or Section 2)

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

Solicitation Number: ITB 5713-2023

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

**Section I**

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

\_\_\_\_\_  
**Authorized Representative (Signature)**

\_\_\_\_\_  
**Authorized Representative (Print)**

**Section 2**

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Bid Opening.

<b>Name</b>	<b>Title/Position</b>	<b>Date of Filing</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
**Authorized Representative (Signature)**

\_\_\_\_\_  
**Authorized Representative (Print)**

\_\_\_\_\_  
**Date**

## Attachment III

### Bidder Contact Information

The Bidder shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Bidder's representative shall be:	For contractual purposes, should the Bidder be awarded, the Bidder's representative shall be:
<b>Name:</b>		
<b>Title:</b>		
<b>Street Address:</b>		
<b>City, State, Zip code</b>		
<b>Telephone: (Office)</b>		
<b>Telephone: (Cell)</b>		
<b>Email:</b>		

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<b>Company Name</b>	<b>Authorized Representative (Signature)</b>	<b>Date</b>
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<b>FEIN #</b>	<b>Authorized Representative (Printed)</b>
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## Attachment IV Local Preference Affidavit

To qualify for the Local Vendor Preference, a Bidder must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening. The Bidder, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Bidder affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

**Bidder Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Phone of Local Location:** \_\_\_\_\_

**Length of Time at this Location:** \_\_\_\_\_ **# of Employees at this Location:** \_\_\_\_\_

**Is your business certified as a small business enterprise through Leon County Schools?** \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative (Print)**

\_\_\_\_\_  
**Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known [] **OR** Produced Identification [] Type of Identification \_\_\_\_\_

**Attachment V**  
**Subcontracting Form**

The Bidder shall complete the information below on all subContractors that will be providing services to the Bidder to meet the requirements of the Contract, should the Bidder be awarded. Submission of this form does not indicate the District's approval of such subContractor(s), but provides the District with information on proposed subContractors for review.

**Complete a separate sheet for each subContractor.**

Prime Bidder Name: \_\_\_\_\_

Type/Description of Goods or Service SubContractor will provide:  
\_\_\_\_\_  
\_\_\_\_\_

SubContractor Company Name: \_\_\_\_\_ FEIN:  
\_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Currently Registered as a Small Business with Leon County Schools? Yes \_\_\_\_\_ No \_\_\_\_\_

Local Bidder per PO6450? Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, identify the responsibilities and duties of the subContractor based on the specifications or scope of services outlined in this solicitation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment VI

### Drug-Free Workplace Certification

The undersigned Bidder, in accordance with Section 287.087, F.S., hereby certifies that

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**Name of Business**

1. Publishes 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. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counselling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., 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. Imposes sanctions on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Authorized Officer (Printed Name) \_\_\_\_\_

Authorized Officer (Signature) \_\_\_\_\_

Date \_\_\_\_\_

## Attachment VII Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

### Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this Bid, 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;
- B. 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 Bid.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this Bid 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," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Bid is being 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 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

**Attachment VIII**  
**Certification Regarding Lobbying**  
**For Contracts, Grants, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

By \_\_\_\_\_

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

(Signature of Official (Executive Director) Authorized to Sign Application)

By \_\_\_\_\_

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

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For \_\_\_\_\_

Name of Grantee

\_\_\_\_\_

Title of Grant Program

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**1. Type of Federal Action**

**2. Status of Federal Action**

**3. Report Type**

- \_\_\_\_\_ a. Contract
- \_\_\_\_\_ b. Grant
- \_\_\_\_\_ c. Cooperative Agreements
- \_\_\_\_\_ d. Loan
- \_\_\_\_\_ e. Loan Agreement
- \_\_\_\_\_ f. Loan Insurance

- \_\_\_\_\_ a. Bid/offer/application
- \_\_\_\_\_ b. Initial award
- \_\_\_\_\_ c. Post-award

- \_\_\_\_\_ a. Initial filing
- \_\_\_\_\_ b. Material changes

For a material change only:  
Year: \_\_\_\_\_ Quarter: \_\_\_\_\_  
Date of last report: \_\_\_\_\_

**4. Name and Address of Reporting Entity**

**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime**

\_\_\_\_\_ Prime \_\_\_\_\_ Subawardee \_\_\_\_\_ Tier if known

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/ Zip \_\_\_\_\_  
Congressional District, if known \_\_\_\_\_

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/ Zip \_\_\_\_\_  
Congressional District, if known \_\_\_\_\_

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

\_\_\_\_\_

\_\_\_\_\_ CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known** \_\_\_\_\_

**9. Award Amount, if known** \_\_\_\_\_

**10. a. Name and Address of Lobbying Registrant: if individual. last name, first name, MI**

\_\_\_\_\_  
\_\_\_\_\_

**10. b. Individuals Performing Services: including address if different from 10.a.**

\_\_\_\_\_  
\_\_\_\_\_

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Telephone No: \_\_\_\_\_ Date: \_\_\_\_\_

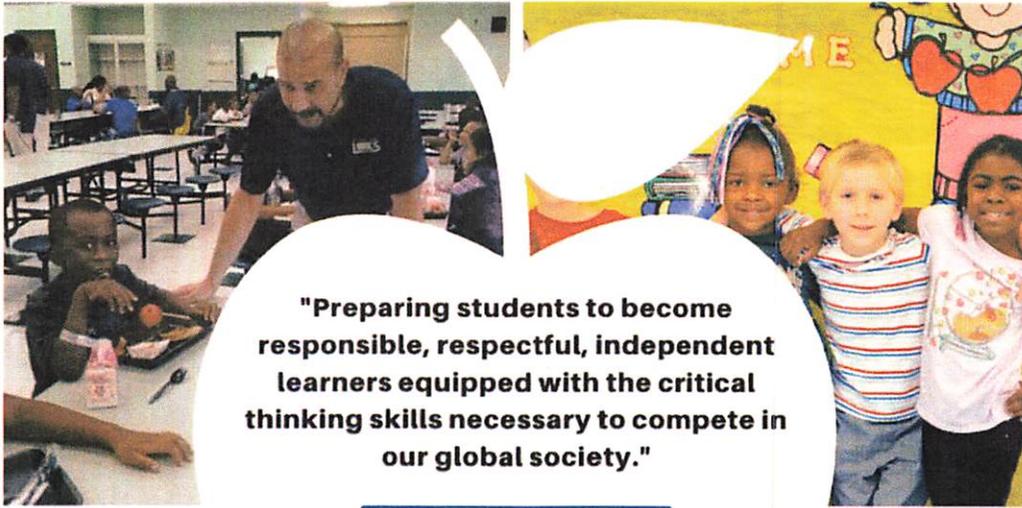
**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

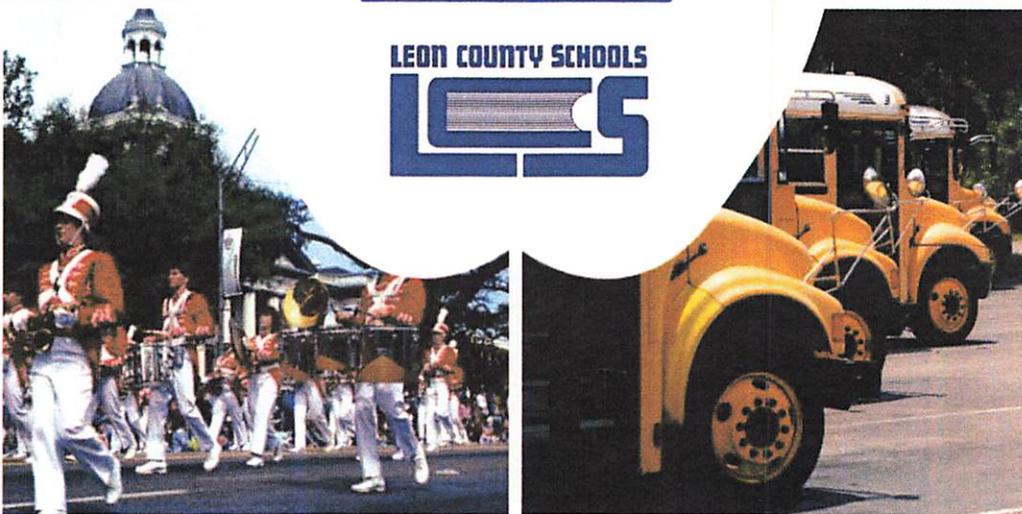
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (ITB) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number

# EXHIBIT B

## Invitation to Bid (ITB)



**"Preparing students to become responsible, respectful, independent learners equipped with the critical thinking skills necessary to compete in our global society."**



### **Fuel Delivery Services**

### **ITB 5713-2023**

ITB Released: November 15, 2022

Deadline for Questions\*: November 29, 2022

Bids Due\*: 2:00 p.m. on December 13, 2022

Nancy Scott  
Procurement Officer  
Leon County Schools  
Purchasing Department  
3397 West Tharpe Street  
Tallahassee, Florida 32303

\*Timeline subject to change. Changes will be communicated through an addendum to this ITB (see Section 1.8)

# ITB Timeline

Steps in the ITB process	Date and Time	Location (if applicable)
Release of ITB	November 15, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Written Questions Due	November 29, 2022	Submit to: Nancy Scott, Procurement Officer Subject: ITB 5713-2023 Fuel Delivery Email: <a href="mailto:purchasing@leonschools.net">purchasing@leonschools.net</a>
Anticipated Posting of Answers to Submitted Questions	December 1, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>
Sealed Bids Due and Opened	December 13, 2022	Submit to: Leon County Schools Purchasing Department Attn: Nancy Scott, Procurement Officer ITB 5713-2023 Fuel Delivery 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Response Opening
Anticipated Date the District will Advertise its Notice of Award Recommendation	January 3, 2022	District Website <a href="https://www.leonschools.net/Page/4411">https://www.leonschools.net/Page/4411</a> DemandStar <a href="https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/">https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/</a>

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# SECTION 1: Key information



## 1.1 Quick Facts

- a. The School Board of Leon County, Florida (hereinafter referred to as the "District") is requesting sealed bids for the provision of fuel delivery services, as needed.
- b. The use of capitalization (such as Bidder) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- c. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- d. 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 or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



## 1.2 Bidder Qualifications

Bidders shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. The awarded Contractor(s) shall have a **minimum of three (3) years experience within the last five (5) years** providing fuel delivery services for commercial, governmental, or institutional customers.
- b. 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.
- c. 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.



## 1.3 How to Contact us (Procurement Rules and Information)

- a. All questions related to this ITB must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District's website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478>.
- c. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Bidders to this ITB or persons acting on their behalf, may not contact any employee, officer or member of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Bid.
- d. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-

disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

**e. The District's Procurement Officer**

**Name:** Nancy Scott, Purchasing Agent II  
Purchasing Department  
Leon County Schools  
3397 W. Tharpe Street  
Tallahassee, FL 32303  
**Telephone:** (850) 488-1206  
**Email:** [purchasing@leonschools.net](mailto:purchasing@leonschools.net)

- f. The Bidder shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITB (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Bidder are recognized as duly authorized expressions on behalf of the Bidder.



## 1.4 Developing Your Bid

- a. This ITB is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Bidders should take the time to read and understand the ITB. In particular, they should:
1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
  2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
  3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Bidders should prepare a clear and concise Bid, avoiding complicated jargon, and thoroughly describe their ability to meet the expectations of the District.
- d. Bidders must follow the format and instructions included in this ITB for their Bid submittal.
- e. Bids that contain provisions that are contrary to the material requirements of this ITB are not permitted. Including alternate provisions or conditions to material requirements will be considered a counter offer and will result in the Bid being deemed non-responsive.
- f. Bidders must use the Attachment I, Bid Form, to submit pricing. Bidders shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITB.
- g. Bidders should thoroughly review their Bid before submission to ensure the Bid is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Bidder while responding to this ITB, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Bidders are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.

- j. The District shall reject any and all Bids that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Bid rejected for failure to meet these requirements will not be evaluated further:
1. The Bidder's Bid shall demonstrate that it has a **minimum of three (3) years experience within the last five (5) years** providing fuel delivery services for commercial, industrial, or governmental customers.;
  2. The Bidder must confirm they have a permanent place of business and adequate resources to perform the services contemplated by this ITB;
  3. The Bid must demonstrate experience in providing fuel delivery services to at least three (3) customers of similar scope and size;
  4. The Bidder must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
  5. The Bidder shall complete and submit Attachment I, Price Sheet, Attachment II, Notice of Conflict of Interest, and Attachment III, Bidder Contact Information.



## 1.5 Submitting Your Bid

- a. Bidders shall submit their Bids in a sealed envelope or package with the ITB number and the date and time of the Bid opening clearly marked on the sealed envelope or packaging. Bidders may submit their Bids by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Bids submitted via email or fax.**
- b. Bidders must mail or otherwise deliver their Bids to the following address:  
**Leon County Schools**  
**Purchasing Department**  
ITB 5713-2023 Fuel Delivery Services  
Attn: Nancy Scott, Procurement Officer  
3397 W. Tharpe Street  
Tallahassee, FL 32303
- c. It is the Bidder's responsibility to ensure their Bid is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Bids received and shall provide the official time for the Bid opening. **Late Bids will not be accepted.**
- d. Submit one (1) signed, original, and one (1) electronic copy of the Bid in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Bid will take precedence in the event there is a discrepancy between the original and electronic copy.
- e. If the Bidder includes information in their Bid that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Bid; as outlined in Section 3.5, the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
- f. Bidders are encouraged to print Bid documents double-sided and minimize the use of non-recyclable materials.



## 1.6 Bid Opening

- a. Bids are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Bid that is improperly sealed, addressed, or not correctly identified with the ITB number.

- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Bidders.



## 1.7 Disposition of Bids

- a. The District reserves the right to withdraw this ITB at any time and, by doing, assumes no liability to any Bidder.
- b. The District reserves the right to reject any Bids received in response to this ITB.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All documentation produced as part of this Bid shall become the exclusive property of the District, may not be returned to or removed by the Bidder or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Bid will not affect this right. Should the District reject all Bids and re-solicit, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Bid. The award or rejection of a Bid shall not affect this right.



## 1.8 Changes to the ITB

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

**Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Bidders are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Bid.



## 1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to [Bidprotests@leonschools.net](mailto:Bidprotests@leonschools.net). Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

# SECTION 2: Scope of Work

## 2.1 Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies which govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12<sup>th</sup> grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers specialized technical training programs for higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

## 2.2 Procurement Overview

Through this solicitation, the District is seeking competitive Bids from licensed and experienced fuel delivery service providers.

The District will work with the Awarded Bidder(s) to execute one (1) or more contracts for services soon after the award of this ITB. Bidders must have the ability to begin the implementation of services if awarded on or before January 1, 2023.

## 2.3 Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Six (6) years

## 2.4 Scope of Work

The District is seeking a qualified and experienced Contractor(s) to provide fuel delivery services on both a scheduled and “as needed basis”.

- 2.4.1 **Services:** Contractor(s) shall furnish and deliver Ultra-Low Sulfur Diesel Fuel and 87 Octane Unleaded Gasoline as needed. Bidder(s) shall submit technical data on the type of fuel that will be supplied.

- a. Tank trucks shall provide on-site refueling of diesel school buses on a daily basis, Monday through Sunday, from 3:00 p.m. Eastern Time, until refueling of buses is complete.
- b. Delivery personnel will be required to closely monitor fuel hoses during the fueling processes. Drivers are not to leave hoses unattended during fueling operations.
- c. The District reserves the right to request on-site testing of fuel by the Florida Department of Agriculture and Consumer Services (FDACS), and to obtain a manifest of fuel on-board with no prior notice.
- d. The awarded Contractor 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.
- e. 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.
- f. 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.
- g. Deliveries shall be made on the basis of quantities adjusted to 60°F following the current edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets shall reflect the net gallons delivered after temperature compensation.

2.4.2 Automated Fuel System: Each tank truck shall include an Automated Fuel System and provide the following information:

- a. Management reports including miles per gallon, cents per mile, time, location, quantity, employee, and vehicle number for each transaction.
- b. Daily access for additions/deletions to the System.
- c. System security
- d. The ability to override the System through a specific authorization procedure to resolve any site problems that reject fuel authorization.

2.4.3 Bus and Bulk Tank Fueling: The District currently owns and operates:

- a. 103 diesel school buses
- b. (1) - 10,000 gallon Gasoline E-10 bulk tank
- c. (1) - 15,000 gallon Diesel bulk tank

2.4.4 Truck Calibration: FDACS, Bureau of Petroleum Inspection requires that each fuel delivery truck be inspected on annually. Each Bidder must provide a copy of the current annual inspection certification with their Bid. The Contractor must submit the annual inspection records throughout the Contract period within ten (10) days of inspection.

2.4.5 Contamination: Should the fuel tank(s) be contaminated due to action of the Contractor, the Contractor shall be wholly responsible for the removing and disposing of all contaminated products properly in accordance with all applicable federal, state, and local laws. The Contractor

shall also clean the contaminated tank(s), line(s), and nozzle(s) at no cost to the District. The contaminated product(s), including those other than diesel fuel, must be replaced at no cost to the District. The Contractor agrees to abide by the District's determination of whether the fuel tank(s) have been contaminated due to action of the Contractor.

The Contractor's trucks must be continually monitored by the delivery driver. The Contractor is responsible for the clean-up of all spills/leaks occurring during or as a result of District delivery, and shall notify the Florida Department of Environmental Protection (DEP) of any spill/leaks, as required by law.

- 2.4.6 Spillage: The Contractor 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 District's Transportation Department at (850)488-2636 immediately. Live contact must be made; messages on voicemail are not acceptable. Bidders shall submit in detail their plan for handling spills. The Contractor shall be solely responsible for all costs incurred during fuel spill cleanup.
- 2.4.7 Emergency Services: The products/services required under the Contract 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 Contractor(s) must be able to be contacted at any time, day or night during those periods. 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:
- a. The District will obtain fuel from another source until a regular schedule can be established and maintained by the Contractor(s).
  - b. Termination of the Contract; or
  - c. If the Contractor(s) fails to deliver more than two (2) consecutive times without giving the District at least 24 hours notice of non-delivery, they will be in breach of the Contract, the Contract will be terminated and the Contractor may 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.
- 2.4.8 Fuel Delivery Backup Plan: The Bidder must document 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 the Contract.
- 2.4.9 Product Rationing: In the event of imposed Federal or State Petroleum Product allocation regulations or any similar petroleum product limiting legislation, the Contractor shall provide full support to the District in application for maximum fuel allowable allocation levels.
- 2.4.10 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 the Contract are required to meet these ASTM Standards, and/or any current ASTM emergency specification.
- 2.4.11 Fuel Specifications/ Gasoline: The gasoline supplied under the terms of the Contract must

meet either the detailed requirements of the current ASTM Standards Specifications for Gasoline, or any current ASTM emergency specifications, including:

- a. The gasoline shall be lead-free Volatile Hydrocarbon fuel with no water or suspended matter, and suitable for use as fuel in internal combustion engines.
- b. A clean copper strip shall not show more than extremely slight discoloration when submerged in the gasoline for three (3) hours at 120°F. Corrosion Test, method A.S.T.M. D130-30.
- c. When the thermometer reads 75°C (167°F) not less than 10% shall be evaporated. When the thermometer reads 140°C (284°F) no less than 50% shall be evaporated. When the thermometer reads 200°C (392°F) no less than 90% shall be evaporated. The residue shall not exceed 2%. Distillations range. Method A.S.T.M. D86-46.
- d. Sulfur shall NOT exceed 0.10%. Sulfur A.S.T.M. D90-34T (modified)
- e. The vapor pressure at 37.8°C (100°F) shall not exceed 12 pounds per square inch. Vapor Pressure. Method A.S.T.M. D323-40.
- f. The octane number shall be 87 or better, commonly known as regular gasoline. Octane number (research). Method A.S.T.M. D908-48T.
- g. Billing to be adjusted to 60°F temperature, upon delivery.
- h. The Contractor will make any adjustments as mandated by EPA requirements.

2.4.12 **Testing:** Fuel will be subject to periodic tests by the FDACS oil laboratory, and any fuel found to not meet the minimum specifications must be picked up by the Contractor 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.

2.4.13 **Delivery Locations:** On-site fueling locations in Tallahassee, Florida are listed below. The District reserves the right to add or delete locations at its discretion at any time throughout the term of the Contract in accordance with the conditions and prices of the Contract.

Site	Address
Transportation Appleyard Compound (83 buses)	526 Appleyard Drive, Tallahassee, FL 32304
Transportation Connor Compound (78 buses)	3601 Connor Blvd. Tallahassee, FL 32311
Transportation Department (35 buses)	1156 Capital Circle SW Tallahassee, FL 32304
Maintenance Department (10,000 gallon Gasoline E-10 bulk tank and 15,000 gallon Diesel bulk tank)	3420 Tharpe St. Tallahassee, FL 32303

2.4.14 **Account Representation:** The Contractor shall designate one point of contact for communications with the District.

2.4.15 **Personnel:** The Contractor shall have, at the time of submitting their Bid and throughout the term of the Contract, experienced personnel capable of performing fuel delivery services. The Contractor shall supply personnel with all the appropriate equipment, tools, transportation, and training to provide the service in accordance with the ITB.

**2.4.16 Labor and Material:** The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services required for the proper execution and completion of the work specified herein.

**2.4.17 Protection of Work, Property, and Personnel:** The Contractor shall guard against damage and loss to the District property and shall replace and repair any loss or damages. The District may withhold payment or make deductions, as it deems necessary to ensure reimbursement for loss and damages due to the negligence of the Contractor. The Contractor shall take the necessary safety precautions to protect both personnel and property while work is in progress while also adhering to the project schedule.

## **2.5 Invoice and Markup**

The District's payment terms are net 30 days from receipt of a properly detailed and accurate invoice.

- a.** 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 renewals. 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. The applicable OPIS price average and fixed price increment must be shown on all invoices.
- b.** The Contractor will be required, for pricing and audit purposes, to select a terminal location identified in the PAD 1 Report, OPIS, to designate as the "Terminal of Record".
- c.** In the event the Terminal of Record becomes inoperative or unavailable at any time during the duration of this Contract, the District reserves the right, at its sole discretion, to approve any changes to the current identified terminal.
- d.** 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 Contractor will be provided with the District's certificate of exemption and will be required to register with the Internal Revenue Service.

## **2.6 Performance Monitoring**

The District may utilize any or all of the following methodologies in monitoring the Contractor(s) performance under the Contract and in determining compliance with Contract terms and conditions:

- On-site reviews;
- Documentation/review of timely response to requests;
- Documentation/review of timely completion work.
- Documentation/review of invoices and costs.

The Contract Manager will provide a written monitoring report to the Contractor within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Contractor(s) the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable, in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing. The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

## SECTION 3: Procurement Rules and Information

### 3.1 Contents and Format of Bid Submittals

All Bids must include the following required forms:

- a. Each Bidder shall complete and submit Attachment I, Price Sheet, indicating pricing for the services as detailed.
- b. Completed Application for Vendor Status\* and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
- c. Attachment II, Notice of Conflict of Interest
- d. Attachment III, Bidder Contact Information
- e. Attachment IV, Local Preference Affidavit (if applicable)
- f. Attachment V, Subcontracting Form (if applicable)
- g. Attachment VI, Drug-Free Workplace Certification (if applicable)
- h. Attachment VII, Certification Regarding Debarment
- i. Attachment VIII, Certification Regarding Lobbying

**\*Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

### **3.2 Basis of Award**

The District intends to issue an award to the Responsible Vendor who submits a Responsive Bid with the lowest Grand Total Price, as evidenced in Attachment I, Price Sheet. Optional services will not be considered for award.

In the event the Responsible Vendor with the lowest Grand Total Price is found non-responsive, the District may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Grand Total Price and continue the award process. Any and all award(s) made as a result of this ITB shall conform to all applicable Board policies, State Board rules, and Florida Statutes.

### **3.3 Advertising Notice of Board Decision**

The District reserves the right to award one (1) or more Contracts, in whole, or for part, for the services sought in this ITB. The District reserves the right to accept or reject any and all offers or separable portions, and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Bids, or to cancel/withdraw the ITB.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

### **3.4 No Prior Involvement and Conflicts of Interest**

Any Bidder who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Bidder shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Bidder. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made by anyone for, or on behalf of, the Board. The Bidder shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.

### **3.5 Confidentiality, Proprietary, or Trade Secret Material**

The District takes its public records responsibilities, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Bidder must also simultaneously provide the District with a separate redacted

copy of its Bid and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Bidder submits its Bid to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure.

Further, the Bidder shall protect, defend, and indemnify the District for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its Bid, the District is authorized to produce the entire documents, data, or records submitted by the Bidder in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

### **3.6 Small Business Participation**

This ITB is subject to the small business development provisions specified in Board Policy 6325.

### **3.7 Local Business Preference**

This ITB is subject to the local preference provisions specified in Board Policy 6450.

## SECTION 4: Contract Terms and Conditions

### 4.1 Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

### 4.2 Use by Other Public Agencies

Pursuant to their own governing laws and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

### 4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Bidders due to this ITB or Contract.

### 4.4 E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

### 4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITB. Anticipated subcontract agreements known at the time of Bid submission must be identified in the submitted Bid using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractor, regardless of function, providing services on District property, shall comply with the District's security requirements, as defined by the Board, including background checks, compliance

with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

#### 4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. All contractor staff must successfully pass a Level 2 background screening. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

##### **District Contact**

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: [kimblerd@leonschools.net](mailto:kimblerd@leonschools.net)

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

#### 4.7 Insurance

Below are the minimum insurance requirements the Contractor(s) must maintain:

- 4.7.1 General Liability: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2 Workers Compensation: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.3 Auto Liability: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: "(Contractor Name) does not own any vehicles. In the even

insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition".

- 4.7.4 **Acceptability of Insurance Carriers:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- 4.7.5 **Verification of Coverage:** Proof of insurance must be furnished within fifteen (15) days of award of the contract.
- 4.7.6 **Required Conditions:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
  - 4.7.6.1 The School Board of Leon County, Florida, its members, officers, employees and agents are added as additional insured.
  - 4.7.6.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Leon County, Florida.
  - 4.7.6.3 Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St. Tallahassee, FL 32303
  - 4.7.6.4 The School Board of Leon County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.
- 4.7.7 **Cancellation of Insurance:** Vendors are prohibited from providing services under this Contract with the District without the minimum required insurance coverage and must notify the District within two (2) business days if required insurance is cancelled.

#### **4.8 Copyrights, Right to Data, Patents, and Royalties**

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Bidder. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District, and may not be copied or removed by any employee of the Contractor's without express written permission of the District.

The Contractor, without exception, shall indemnify, and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The

District will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

#### **4.9 Independent Contractor Status**

The Successful Bidder shall be considered an independent Contractor in the performance of its duties, and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

#### **4.10 Contact with Students**

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent Contractors, subcontractor, or other persons involved in any manner with providing goods or services under the Contract(s).

#### **4.11 Assignment**

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida, upon giving written notice to the Contractor.

#### **4.12 Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

#### **4.13 Severability**

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

#### **4.14 Reservation of Rights**

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees, and of the general public which is served by the Board, either directly or indirectly, through these services.

#### **4.15 Americans with Disabilities Act**

The Bidder shall comply with the Americans with Disabilities Act (ADA). In the event of the Bidder's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further contracts.

#### **4.16 Employment of District Personnel**

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

#### **4.17 Legal Requirements**

The applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Bids received in response to this ITB and shall govern any and all claims and disputes which may arise between a person(s) submitting a Bid hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### **4.18 Conflict of Law and Controlling Provisions**

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

#### **4.19 Default**

If the awarded Bidder should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

#### **4.20 Termination**

##### **4.20.1 Termination at Will**

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 120 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### 4.20.2 Termination for Cause

Performance issues will be handled per Section 2.6 of the ITB. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

#### 4.20.3 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

#### 4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

#### 4.20.5 Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

### 4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the Bidder for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Bidder to allow public access to all documents, papers, letters, or other material made or received by the Bidder in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net), (850)487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.**

#### 4.22 Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

#### 4.23 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services, or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

#### 4.24 Federal Terms and Conditions

For any solicitation that involves, receives or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment

Opportunity” as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. Applies to all construction contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.

- b. Copeland “Anti-Kickback” Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-Contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all applicable contracts awarded by the District and sub grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts and transcripts.
- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts and sub grants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.

1. The prospective lower tier participant certifies, by submission and signature of this Bid, that neither it, nor its principals, its agents or its representatives are 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 Bid.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J): Certification regarding use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to varied at or above \$100,000.
1. The Contractor certifies, by submission and signature of their Bid, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
- l. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

#### **4.25 Anti-Discrimination**

No person shall, on the basis of sex (including transgender, gender nonconforming and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

#### **4.26 Discriminatory Vendor List**

Per the provisions of 287.134(2)(a), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Bid, that neither the Bidder, nor its principal Vendor, agent or representative is presently on the discriminatory vendor list, or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

#### **4.27 Public Entity Crime & Convicted Vendor List**

Per the provisions of 287.133 (2)(a), F.S. "a 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, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids, Bids or replies 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 Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Bidder, nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

#### **4.28 Scrutinized Companies Certification**

The Bidder certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Bidder certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Bidder agrees the Board may immediately terminate the Contract for cause if the Bidder is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

## SECTION 5: Definitions

In this ITB, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

<b>Adjacent County</b>	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the Bid or Bid opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
<b>Business Day</b>	Any weekday in Florida, excluding Saturdays, Sundays, and observed holidays.
<b>Contract</b>	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
<b>Contract Manager</b>	The District representative, or their designee, whose responsible for oversight of the resulting Contract including performance monitoring and certification of invoices for payment.
<b>District/Board (LCS)</b>	Leon County School District, with the Leon County School Board serving as the contracting entity
<b>District Project Manager</b>	The District representative, or their designee, who is responsible for assigning and monitoring the individual projects on site, documenting deficiencies, and certifying project completion
<b>Mandatory Responsiveness Requirements</b>	Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation.
<b>Material Deviation(s)</b>	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Bidder over other Bidders, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
<b>Minor Irregularity</b>	A variation from the requirements herein that does not give the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders and does not adversely impact the interests of the District.
<b>Bidder</b>	A legally qualified corporation, partnership, or other business entity that submits a Bid to the District in response to this ITB. This term differs from suppliers, which refers to the marketplace at large.
<b>Responsible Bidder or Vendor</b>	A Bidder who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
<b>Responsive Bid</b>	A Bid, submitted by a Responsible Bidder, which conforms to all material aspects of this ITB.
<b>Subcontract</b>	An agreement between the Contractor and any other person or organization, in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Bidder is not relieved of its duties under the Contract when it enters a Subcontract.
<b>Successful Bidder(s) or Contractor</b>	The Bidder(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITB.

**Attachment I**  
**Price Sheet**

ITB No. 5713-2023 Fuel Delivery Services

	Description	Unit	Service Charge (Firm Markup)
1.	Diesel w/Premium Additive	Gallon	\$ .534
2.	Gasoline E – 10	Gallon	\$ .148
3.	Gasoline Unleaded/Non-Ethanol	Gallon	\$ .198
<b>Grand Total Price (Sum of 1 - 3)</b>			<b>\$ .880</b>
<b>Optional Services (not considered in the award)</b>			
4.	Bulk Tank Fueling – Diesel	Gallon	\$ .0605
5.	Bulk Tank Fueling – Gasoline E-10	Gallon	\$ .0390
<b>Optional Price Total (Sum of 4 – 5)</b>			<b>\$ .0995</b>

Eli Roberts & Sons, Inc.

Company Name

Joshua Roberts

Authorized Representative Name (Printed)



Authorized Representative Signature

59-3232755

FEIN

Vice-President

Authorized Representative Title

12/13/2022

Date

**Attachment II**  
**Notice of Conflict of Interest**

(Bidders shall complete either Section 1 or Section 2)

Company Name: Eli Roberts & Sons, Inc.

Solicitation Number: ITB 5713-2023

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board.

**Section I**

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

  
Authorized Representative (Signature)

Joshua Roberts  
Authorized Representative (Print)

**Section 2**

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Bid Opening.

Name	Title/Position	Date of Filing
<hr/>	<hr/>	<hr/>

---

  
Authorized Representative (Signature)

---

  
Authorized Representative (Print)

---

  
Date

**Attachment III**  
**Bidder Contact Information**

The Bidder shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Bidder's representative shall be:	For contractual purposes, should the Bidder be awarded, the Bidder's representative shall be:
<b>Name:</b>	Joshua Roberts	Joshua Roberts
<b>Title:</b>	Vice-President	Vice-President
<b>Street Address:</b>	2195 Lake Bradford Road	2195 Lake Bradford Road
<b>City, State, Zip code</b>	Tallahassee, FL 32310	Tallahassee, FL 32310
<b>Telephone: (Office)</b>	(850) 576-3145	(850) 576-3145
<b>Telephone: (Cell)</b>	(850) 567-8892	(850) 567-8892
<b>Email:</b>	chelsea@eliroberts.com	chelsea@eliroberts.com

Eli Roberts & Sons		12/13/2022
Company Name 59-3232755	Authorized Representative (Signature) Joshua Roberts	Date
FEIN #	Authorized Representative (Printed)	

### Attachment IV Local Preference Affidavit

To qualify for the Local Vendor Preference, a Bidder must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Bid Opening. The Bidder, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Bidder affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Bidder Name: Eli Roberts & Sons, Inc.

Physical Address: 2195 Lake Bradford Road, Tallahassee, FL 32310

County: Leon

Phone of Local Location: (850) 576-3145

Length of Time at this Location: 68 years # of Employees at this Location: \_\_\_\_\_

Is your business certified as a small business enterprise through Leon County Schools? No

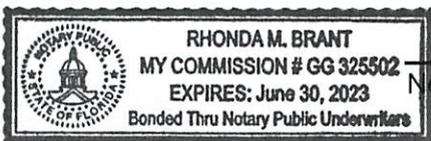
STATE OF FLORIDA  
COUNTY OF Leon

Joshua Roberts

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 13<sup>th</sup> day of December, 2022, by Joshua Roberts (name of authorized representative) as Vice-President (position title) for Eli Roberts & Sons, Inc. (company name).

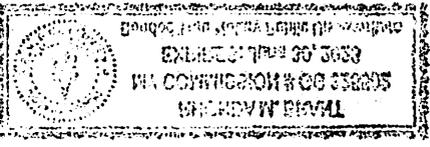


(NOTARY SEAL)

Rhonda M. Brant  
Notary Signature

Rhonda M. Brant  
Name of Notary (Typed, Printed, or Stamped)

Personally Known  OR Produced Identification  Type of Identification \_\_\_\_\_



10/10/00

10/10/00

N/A

## Attachment V Subcontracting Form

The Bidder shall complete the information below on all subContractors that will be providing services to the Bidder to meet the requirements of the Contract, should the Bidder be awarded. Submission of this form does not indicate the District's approval of such subContractor(s), but provides the District with information on proposed subContractors for review.

Complete a separate sheet for each subContractor.

Prime Bidder Name: \_\_\_\_\_

Type/Description of Goods or Service SubContractor will provide:

\_\_\_\_\_  
\_\_\_\_\_

SubContractor Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Currently Registered as a Small Business with Leon County Schools? Yes \_\_\_\_\_ No \_\_\_\_\_

Local Bidder per PO6450? Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, identify the responsibilities and duties of the subContractor based on the specifications or scope of services outlined in this solicitation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment VI**  
**Drug-Free Workplace Certification**

The undersigned Bidder, in accordance with Section 287.087, F.S., hereby certifies that

Eli Roberts & Sons, Inc.

**Name of Business**

1. Publishes 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. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counselling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services sought in this solicitation a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services sought in this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty, or nolo contendere to, any violation of Chapter 893, F.S., 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. Imposes sanctions on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as available in their community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Authorized Officer (Printed Name) Joshua Roberts

Authorized Officer (Signature) 

Date 12/13/2022

**Attachment VII**  
**Certification Regarding Debarment, Suspension,**  
**Ineligibility and Voluntary Exclusion AD-1048**

**Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this Bid, 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;
- B. 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 Bid.

ORGANIZATION NAME <b>Eli Roberts &amp; Sons, Inc.</b>	PR/AWARD NUMBER OR PROJECT NAME <b>Fuel Delivery Services ITB 5713-2023</b>
--	--

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <b>Josh Roberts, Vice President</b>
---

SIGNATURE(S) 	DATE <b>12-12-22</b>
---	-------------------------

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this Bid 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," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Bid is being 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 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

**Attachment VIII**  
**Certification Regarding Lobbying**  
**For Contracts, Grants, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

By \_\_\_\_\_

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

(Signature of Official (Executive Director) Authorized to Sign Application)

By \_\_\_\_\_

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

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For       N/A      

Name of Grantee

      N/A      

Title of Grant Program

N/A

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

**1. Type of Federal Action**

- \_\_\_\_\_ a. Contract
- \_\_\_\_\_ b. Grant
- \_\_\_\_\_ c. Cooperative Agreements
- \_\_\_\_\_ d. Loan
- \_\_\_\_\_ e. Loan Agreement
- \_\_\_\_\_ f. Loan Insurance

**2. Status of Federal Action**

- \_\_\_\_\_ a. Bid/offer/application
- \_\_\_\_\_ b. Initial award
- \_\_\_\_\_ c. Post-award

**3. Report Type**

- \_\_\_\_\_ a. Initial filing
- \_\_\_\_\_ b. Material changes

For a material change only:  
 Year: \_\_\_\_\_ Quarter: \_\_\_\_\_  
 Date of last report: \_\_\_\_\_

**4. Name and Address of Reporting Entity**

\_\_\_\_\_ Prime \_\_\_\_\_ Subawardee \_\_\_\_\_ Tier *if known*

Name: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City/State/ Zip \_\_\_\_\_  
 Congressional District, *if known* \_\_\_\_\_

**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime**

Name: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City/State/ Zip \_\_\_\_\_  
 Congressional District, *if known* \_\_\_\_\_

**6. Federal Department/Agency:**

\_\_\_\_\_

**7. Federal Program Name/Description:**

\_\_\_\_\_

CFDA Number, *if applicable* \_\_\_\_\_

**8. Federal Action Number, if known** \_\_\_\_\_

**9. Award Amount, if known** \_\_\_\_\_

**10. a. Name and Address of Lobbying Registrant: *if individual. last name, first name, MI***

\_\_\_\_\_  
 \_\_\_\_\_

**10. b. Individuals Performing Services: *including address if different from 10.a.***

\_\_\_\_\_  
 \_\_\_\_\_

**11.** *Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

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

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

Telephone No: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (ITB) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number

# EXHIBIT C

LCSB Bid No. 5713-2023 – Fuel Delivery Services

Department: Transportation

Opening Date: December 13, 2022

			Eli Roberts & Sons
Description		Unit	Service Charge (Firm Markup)
1.	Diesel w/Premium Additive	Gallon	\$ .534
2.	Gasoline E – 10	Gallon	\$ .148
3.	Gasoline Unleaded/Non-Ethanol	Gallon	\$ .198
<b>Grand Total Price (Sum of 1 - 3)</b>			\$ .880
<hr/>			
<b>Optional Services</b>			
4.	Bulk Tank Fueling – Diesel	Gallon	\$ .0605
5.	Bulk Tank Fueling – Gasoline E-10	Gallon	\$ .0390
<b>Optional Price Total (Sum of 4 – 5)</b>			\$ .0995