



Bay District Schools
 Purchasing Department
 1150 West 17th Street
 Panama City, Florida 32405
 850-767-4207

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Central Time (CT): MAY 12, 2022	ITB NO.: #22-10	RELEASE DATE : APRIL 29, 2022	POSTING DATE FOR AWARD RECOMMENDATION:., (on or about) June 1, 2022
Bids shall be submitted to the Purchasing Department and received on or before 2:00 p.m. CT on the due date listed herein. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. The names of Bidders and the price per gallon will be read at bid opening.		BID TITLE: MOTOR FUEL, GASOLINE & DIESEL	

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this ITB except as authorized purchasing department representative identified herein. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.
 I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title (Typed or Printed)

Posting of Bid Tabulations: Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on about **October 21, 2014**.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Descriptive Literature	<input checked="" type="checkbox"/> Licenses	<input type="checkbox"/> Manufacturers Authorization
<input checked="" type="checkbox"/> References	<input type="checkbox"/> Bidder Questionnaire	<input type="checkbox"/> Other	

NOTE: If your firm wishes to not submit a bid in response to this ITB but remain on our bidder's list, complete and return, via mail or fax, this page of the ITB indicating "No Bid".

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A "SEALED BID". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

DELIVER TO:	THE SCHOOL DISTRICT OF BAY COUNTY PURCHASING DEPARTMENT 1150 WEST 17 TH STREET PANAMA CITY, FL 32405
SEALED BID DO NOT OPEN	
SEALED ITB NO:	Bid Request No. #22-10 MOTOR FUEL, UNLEADED & DIESEL
ITB TITLE:	
DUE DATE/TIME:	May 12, 2022 at 2:00 PM CST
SUBMITTED BY:	_____
	NAME OF COMPANY



Intent: The District desires to obtain bids from qualified firms, relative to supplying motor fuels and delivery services to Bay District Schools. The District maintains a fleet of vehicles, buses, equipment and emergency generators at various locations within the County with said using either regular unleaded, 87-Octane, Gasoline or #2 Low Sulfur Diesel Fuel.

Point Of Contact: For information concerning procedures for responding to the bid terms, requirements, conditions and specifications, with all contact being via email only, Mrs. Jacqueline Dorman, Asst. Purchasing Agent, Bay District School Purchasing Department, @ dormajd@bay.k12.fl.us. Such contact shall be for clarification purposes only.

Addendum: Any material changes to the bid shall be transmitted by addendum only. The Bidder, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of their bid. The District shall not be responsible for any other interpretation, than those transmitted by addendum prior to the bid award. The Bidder is solely responsible for verifying they have received all Bid Addenda. Addenda will be posted to the District Purchasing Department website, at the following address: bay.k12.fl.us/bids.

SECTION 1) GENERAL CONDITIONS

1. **Cone of Silence:** Any Contractor or lobbyist for a Contractor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, Superintendent or BDS personnel, after the Purchasing Department releases the solicitation to the general public. This “Cone of Silence” shall go into and remain in effect from the time of the release solicitation until the Contract is awarded by the BDS. All communications regarding this solicitation shall be directed to the designated Purchasing Department point of contact unless so notified otherwise. Any Contractor or lobbyist who violates this provision may result in rejection or disqualification of said solicitation. For purposes of this policy, “lobbying” is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a School Board Member, Superintendent or BDS personnel after the release of the solicitation and prior to the time that an award recommendation is posted. Communications with the Purchasing Department regarding clarifications of solicitation terms, requirements, conditions, or specifications, as directed herein will not be considered as “lobbying”.
2. **Prohibition of Gratuities:** By submission of a proposal, a Contractor certifies no employee of the BDS has or shall benefit financially or materially from any such proposals and/or subsequent contracts. Any contracts issued as a result of this solicitation may be terminated immediately if its determined gratuities of any kind were offered or received by any of the persons listed herein.
3. **Examination of Documents:** Bidders shall assume sole and full responsibility to thoroughly examine said specifications, documents and all other materials referenced herein, conducting such investigations and visits as may be necessary to thoroughly inform themselves regarding the existing conditions, relative to full compliance with the specifications listed herein. No plea of ignorance on the part of the Bidder of conditions existing and/or hereafter existing, as a result of failure or omission to make said investigations and visits, and failure to fulfill in every detail of these specification and

documents promulgated herein, shall be accepted as a basis for varying the requirements of BDS and/or compensation of the Contractor.

4. **Omission:** The apparent silence of this specification and any addendum regarding any omission from a detailed description and/or concerning any point specified or listed herein, shall always be regarded as meaning only the best available units shall be provided, best commercial practices prevail, and only materials and workmanship of first quality be utilized. All interpretations of this specification shall be made upon the basis of this agreement.

5. **Submissions:** Proposals not conforming to the instructions provided are herein subject to rejection or disqualification at the sole discretion of BDS. The Contractor by submitting a proposal indicates acceptance and agreement to all terms, requirements, conditions and at a minimum shall provide and/or represents:
 - All proposals shall be submitted in a sealed envelope or package, clearly labeled as directed.
 - All proposals shall be typed, written and/or signed in ink, utilizing all attached forms where applicable, with all spaces requesting information being completed.
 - All proposal shall contain a manual signature in ink, by authorized representative with binding authority, indicating agreement to all provisions and specifications listed herein.
 - Please note that it is not necessary to return every page of this solicitation with the proposal; return only the pages that provide require or request information, signatures and back-up documentation.
 - Neither BDS nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this solicitation. Contractor (s) should prepare their proposals simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the solicitation.
 - The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be made by strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s) and initialing of the correction(s) by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only. Also, the use of erasable ink or pencil is not permitted.

7. **Withdrawal:** Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer and good faith negotiations for a period of ninety (90) days, for the provisions of the specified services to BDS, with all subject to Board approval, establishing a binding and mutually agreeable contract for all parties involved.

8. **Bid Opening:** Solicitations will be publicly opened in the Purchasing Department, read aloud and recorded on Thursday, May 12, 2022, at 2:00 PM CST. Contractor(s) may, but are not required to attend. The tabulation sheet and any related information shall be posted on-line at bay.k12.fl.us/bids. Notification to all participating Contractors shall be made via e-mail only, with the date and time of the posting, constituting the official time of notification.

9. **Protest:** Pursuant to Florida Statute: 120.57(3); Specifications were posted on the date noted on the cover sheet. Bid tabulations with recommended awards will be posted for

review by interested parties at the location where bids are opened and will remain posted for a period of seventy two (72) hours. Failure to file a protest of either specifications or intended awards within the time described in and in accordance with said statutes and or, failure to post bond, shall constitute a waiver of all proceedings.

10. **Rejection:** Pursuant to BDS, Board Policy Chapter-6 IV and Florida Statute 287-042 (1B) The Bay District School Board reserves the right to waive all formalities to accept, reject, any/all, bids, proposals, responses, and/or any combinations thereof, deemed not in the best interest of the District, while reserving the rights to:
- Re-advertisement for proposals or to bid separately any projects, deemed in the best interest of BDS.
 - Reject any non-conforming proposals.
 - Cancel this solicitation and/or any portions thereof, without penalty.
 - Reject proposals considered to be priced unreasonably low, declare them non-responsive and/or take them into consideration. Determination of “Priced unreasonably low” shall be at the sole discretion of BDS.
 - Reject proposals containing alternative or additional terms, requirements, conditions and specification contradictory to those listed herein.
 - Failure to provide requested attachments, documentation and/or completed forms shall be grounds for possible disqualification or rejection of proposal.
11. **Collusion:** The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or any illegal practices upon the part of the Contractor. Any bids from individuals, partnerships, corporations, associations, firms, or other legal entity under the same and/or different names shall not be considered for possible award. The District having reasonable grounds for believing the Contractor has interest in one or more bids, is sufficient cause for rejection of all bids in which they are believed to have interest in. Any or all bids shall be rejected if there is any reason to believe that collusion exists among the Contractors.
12. **Public Entity Crime:** Pursuant to Florida Statute 287.017 & 287.133. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or be a 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 for Category Two (2) for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Proposer shall execute the attached form, **Attachment A**.
13. **Conflict of Interest Disclosure:** Pursuant to Florida Statute Chapter 112 and BDS, Board Policy 6.3.132. Any award subject to provisions of the referenced policy and law stated herein. Any/all Contractor s shall disclose with their bid the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all Contractor s must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor’s firm or any of its branches. Proposer shall execute the attached form, **Attachment B**.

- 14. Drug-Free Workplace Certification:** In accordance with Florida Statute 287.087, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school board for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process. Proposer shall execute the attached form, **Attachment C**.
- 15. Convicted Vendor:** Proposers shall be fully aware of the provision Florida Statute 287.133 (2-A) which reads as follows: "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 on a contract to provide any goods or services 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 in excess of the threshold amount provided in section Florida Statute 287.017, Category two (2) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- 16. Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not receive award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. Debarment, Suspension, Ineligibility, and Exclusion:** Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the

certification for it and its principals in any bid submitted in connection with such lower tier covered transactions. Any/all Contractors receiving awards, using federal funds, and all subcontractors; certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- 18. Hold Harmless & Indemnification:** Contractor shall indemnify, save harmless and defend BDS, its appointed officials, its employees, agents, volunteers and others working on behalf of BDS, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against BDS, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.
- 19. Governing Laws and Venue:** In the event that the awarded proposer(s) should breach this contract BDS reserves the right to seek any/all remedies in law and/or in equity and shall insure, with each party hereby agreeing to submit to;
- All legal proceedings brought in connection with this Contract shall only be in the state or federal court in the State of Florida and within a venue in Bay County, Florida. Upon the submittal of a proposal all parties hereby accepts, agrees to and shall comply with all said requirements and conditions listed herein.
 - Personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
 - All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- 20. Unauthorized Sources:** Contractors shall be disqualified and proposal rejected who solicit, receive, and utilize unauthorized sources, supplemental instructions and information concerning this solicitation. Any information acquired by any other means than described herein shall be declared inadmissible in the configuration of a responses, proposals, bids, considered in the evaluation process and/or in any and all dispute proceedings.
- 21. Additional Information:** BDS reserves the right to request any additional information, after the solicitation opening, to further clarify, explain and confirmation of any information submitted with the proposal.

22. **Clarification:** BDS reserves the right to allow for the clarification of questionable entries and the correction of any obvious mistakes.
23. **Disputes:** In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of BDS shall be final and binding on both parties.
24. **Special Conditions:** In the event any conflict exists between the Special and General Instructions to the Contractor, the Special instructions shall always have precedence.
25. **Definitions:** The word, vendor(s), Contractor(s), agent(s), are, and shall be, equal to, have the same meaning, definition and intent. The word, Bid(s), offer(s), proposal(s), quote(s), are, and shall be, equal to, have the same meaning, definition and intent. The word and/or abbreviation, BDS, District(s), School system(s), School Board(s), are, and shall be, equal to, have the same meaning, definition and intent.

SECTION 2) QUALIFICATIONS:

1. **Qualifications:** Only responsible and compliant Proposers, with knowledge and expertise in managing contracts for fuel delivery services shall be taken into considered for possible award. Contractor shall have prior experience, with only **acceptable and satisfactory performance** from existing and previous contracts of similar scope and size.
 - **Organization Description:** A narrative letter which profiles your company's qualifications, experience, capabilities.
 - **Location of Corporate and Branch Offices:** As it would be applicable to this specific region and area of the State of Florida.
 - **Company History:** Proposer shall provide sufficient information and documentation to demonstrate its company history over the last three (3) years within this specific field of service.
 - **Current Business License:** Contractor shall possess all applicable business licenses required to perform the services specified under this solicitation. Copy of current and previous year's two (2) business licenses from proposer, shall be submitted with each proposal.
 - **Previous Experience:** A proposer's previous experience with BDS shall be taken into account when evaluating the responses received. Proposer shall provide a description of all previous experience, scope of work, sites and all key personnel involved. Solicitation may be rejected solely based on the Contractors overall past performances.
 - **Legal Actions:** Describe in detail any and all current or previous legal actions naming the firm as a primary or secondary party, along with reason and statement as related to any such circumstance or actions in the past (3) three years.
 - **Information:** Proposer may submit any additional information it deems necessary to further demonstrate its experience and qualifications
2. **Personnel:** Provide the names of all key individuals who will be assigned directly and/or indirectly, supervising, managing the services specified herein, required to work under this contract, staff qualifications as listed herein and shall at a minimum include:
 - **Project Managers:** Proposer shall include a Local Supervisor or Project Managers assigned as the individuals, serving as the local points of contact, overseeing, supervising

- and directing operations in the provisions of the services specified herein.
- **Staff Information:** Proposer shall include any additional information and description of any other administrative, supervisory or managerial staff members utilized in the provision of the services specified herein.
3. **References:** List any previous contracts of similar size and scope of work you have successfully, currently and/or previously worked under during the last (5) five years. Failure to submit requested references may result in rejection of proposal.
- **Optional:** Proposer may present additional references for possible consideration.
 - **Requirements:** All reference shall at a minimum include the following information:
 - a. Agency name
 - b. Address
 - c. Points of Contact
 - d. Job Title
 - e. Phone Numbers
 - f. e-mail Addresses
 - g. Contract current, previous w/ starting, extension & ending dates
 - h. Other information deemed relevant

SECTION 3) AWARD

The bid will be awarded to a single bidder, with the lowest bid or whichever bid is in the best interest of the District. The Bay District Schools, Purchasing Department reserves the right and authority to determine, have final say which bid is in the best interest of the district.

1. **Notice of Award:** The successful bidder shall be notified via email of intent to make award. Upon the receipt of this notice, bidder shall be required to respond to said email showing acceptance and agreement to, per the terms, conditions and specification of the bid.
2. **Time of Award:** The District reserves the right to hold bids for a period not to exceed 30-days after the date of the bid opening.
3. **Lobbying:** District policy prohibits a bidder to lobby District personnel or School Board members after a solicitation has been issued. Once the solicitation has been issued, communications will be with the Purchasing Department only. Contact with any District personnel during the time between the solicitation being issued and award recommendation may result in the rejection of their bid.
4. **State Review:** Pursuant to Florida Statute 1010.04, as applicable and shall herein indicate the state purchasing agreements and term contracts available under Florida Statute 287.056 have been considered and reviewed by the Bay District Schools, Purchasing Department. **Initials: JD Date: April 28, 2022**
5. **Response:** The contents of this solicitation, terms, requirements conditions, and specifications listed herein and awarded response shall be incorporated into an agreement to purchase services and become legally binding to all the parties involved.
6. **Intent:** It is the intent of BDS to award this solicitation to the most responsive, responsible proposal representing the best value, with sufficient qualifications, references, products and

services, which at a minimum meets or exceeds the terms, requirements, conditions and specifications of this solicitation. In determining such representations the following Florida Statutes and definitions shall apply;

- **FS: 287.012-26: Responsive Vendor:** means a vendor that has submitted a bid, or proposal, or reply which conforms in all material respects to the requirements of the solicitation.
 - **FS: 287.012-24: Responsible Vendor:** means a vendor who has the capability in all respect to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
 - **FS: 287.012-4: Best Value:** means the highest overall value to the state based on all applicable objected factors including, but are not limited to, price, quality, design and workmanship.
 - **Reference:** means a formal and verifiable statement concerning a person, entity, firm, or company's qualifications, dependability, Integrity, reputation and character.
7. **Identical/Ties:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- In-county preference
 - Company receiving larger dollar award of the bid
 - Coin toss.
8. **Right to Negotiate:** The District reserves the right to negotiate contract modifications with the awarded Vendor, at any time, as necessary and/or best interest of the District to do so. When formalizing said agreements, without the use of a sealed bid, the District reserve the right to negotiate any/all provisions of this agreement necessitated by law, statues, policy, situation, circumstance, not limited to or excluding of, terms, requirements, conditions, specification, pricing, additions, deletions, and points of clarifications.
9. **Use Of Other Contracts:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per BDS, Board Policy and State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in the best interest to do so.
10. **Assignment:** Neither award of this bid nor any interest in said award may be re-assigned, transfer and/or encumbered by any party without the prior written consent from the District. There shall be no partial assignments of this bid including, without limitation, the partial assignment of any right to receive payments from the District.
11. **Purchase by Other Public Agencies:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein

SECTION 4) LOCAL PREFERENCE

Local Preference: Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, shall be as follows:

- Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price offered by the overall lowest, qualified and responsive non-local Contractor if their bid is within five percent (5%) of the overall lowest, non-local price.
- Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local Contractor if their bid is within three percent (3%) of the overall lowest, non-local price.
- Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local business, as follows:
 - Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).
 - A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).
- Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.
- Certification. Any vendor claiming to be a Local Business as defined herein shall so certify in writing to the purchasing department. The certification shall provide all necessary information to evidence that the vendor meets the requirements to qualify as a Local Business. The purchasing department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business. Local Business definition, for the purposes of this section, "Local Business" shall mean:
 - Has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) month's immediately prior to the issuance of the request for competitive bids or request for proposal by the District
 - Holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

SECTION 5) PUBLIC RECORDS

1. **Public Records:** Pursuant to subsection 119.071(1)-(b) Florida Statutes, 2013 "sealed bids, proposals or replies received by the District pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

- All bid documents or other materials submitted by the Contractor in response to this solicitation will be open for inspection, upon request, by any person and in accordance with Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from such disclosure.
- BDS has the right to use any or all documents, submittals, ideas presented in any response to this solicitation, with selection or rejection of a submittal not affecting this right.
- If BDS rejects, cancels and intends to reissue a solicitation? Then all proposals submitted shall be exempt from public records, and returned unopened.

2. **Public Records Notice:** AS REQUIRED HEREIN, IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION OFFICE AT 850-767-5281, 1311 BALBOA AVE., PANAMA CITY, FL 32401.

Contractor is required to comply with the FL Public Records Law, Chapter 119, F.S., in the performance of its duties under this contract and will specifically:

- Keep and maintain public records required by the School Board to perform the service.
- Upon request from the Boards 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 the Chapter 119, Florida Statutes.
- 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 if the Contractor does not transfer the records to the District.
- Upon completion of the contract, transfer, at no cost to the District, all public records in possession of the vendor or keep and maintain records required by Board. If all records are transferred, any duplicates will be destroyed by contractor. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the District.
- Failure of the contractor to comply with the provisions set forth shall constitute a default and material breach of this agreement, which may result in immediate termination, with no penalty to the District.

3. **Trade Secrets:** All records made or received in connection with the School Board's official duties, including all records received by the School Board from Contractor in response to this bid or during the performance of any resulting contract, are governed by Florida's Public Records Law, Chapter 119, Florida Statutes. In accordance with Florida law, no documents related to this procurement process will be presented, disclosed, or otherwise made available to the public until after an award has been publicly posted. The School Board recognizes that some of the information that Contractor must submit in response to this bid or during the performance of any resulting contract may be trade secret or otherwise protected from Florida's broad public record laws. All records received by the School Board from Contractor will be presumed public unless Contractor has taken affirmative steps to protect the confidentiality of any record by, at very least, conspicuously marking as "confidential" the parts of Contractor's proposal or other documents that

Contractor believes to be protected proprietary information. Upon receipt of a public records request by a third party for Contractor's purported confidential information, the School Board shall e-mail a copy of such request to Contractor at the primary e-mail address provided on Contractor's Proposal Acknowledgement Form. If Contractor does not object in writing within five business days of the School Board's e-mail, this shall be a waiver and the School Board may release the requested records as public records without liability. If Contractor objects, but the School Board determines nonetheless that it must disclose such information under Florida Public Records Law, then the School Board will provide Contractor written notice ten business days prior to the proposed disclosure such that Contractor may seek court intervention concerning the potential disclosure of Contractor's confidential information. The failure of Contractor to seek such intervention shall be a waiver entitling the School Board to release the requested documents as public records without liability. If the School Board is required to release Contractor's confidential information, it nevertheless shall use any available authorities to redact information that is conclusively confidential from such records, as may be consistent with applicable law.

4. **Confidentiality:** Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this SOLICITATION which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information will be open for inspection by any person in accordance with Chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from Chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by -proposer and proposer has claimed certain materials to be confidential and exempt from Chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from Chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

SECTION 6) INSURANCE

1. **Within 14-days of notice of award** and before doing any work, contractor(s) shall provide Certificates of Insurance evidencing that the following coverage's are in force. Policies shall remain in force for the duration of the contract period.
2. **Business Auto Policy:** Contractor shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.
3. **Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.
4. **Additional Insured Requirements:** Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Bay District Schools, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Bay District Schools, political subdivision of the State of Florida, its officers, employees and agents, with Contract number 02-35. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.
5. **Public Liability Insurance:** Public Liability Insurance (Comprehensive General Liability Form) shall be maintained against bodily injury, personal injury and property damage in limits of not less than \$1,000,000 per occurrence with a minimum of \$2,000,000 aggregate.
6. **Waiver of Subrogation:** Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy

- condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
7. **Subcontractors:** It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same Insurance requirements referenced above.
 8. **Deductible Amounts:** All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.
 9. **Certificate(s) of Insurance:** Immediately following notification of the award of this Agreement, Contractor shall agree to deliver to the District a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
 10. **Umbrella or Excess Liability:** Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the District shall be endorsed as an "Additional Insured."
 11. **Right to Review:** District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.
 12. **Indemnification:** The vendor agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and Elected officers free and harmless at all times from any and all claims, liability, expenses, losses, suits, costs, fines and damages by or damage in connection with Contractor's performance under the contract. The vendor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the Contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.
 13. **Notice of Claims or Litigation:** The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the District representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.
 14. **Damage to Property:** The Contractor shall preserve from damage all District property and equipment which may be affected by services provided and specified herein.

15. **Force Majeure:** Acts beyond the control of the parties involved. Acts of God, Disruptive Conditions, Drought, Heavy Rain, Flash Floods, High Winds, Tornados, Hurricane, Extreme Heat or Cold etc. Each claim of Force Majeure shall be handled on a case by case basis.
16. **State Of Emergency:** In the event of a state of emergency being placed in effect. The vendor shall provide an uninterrupted supply of product and services to the District, while adhering to the original bid, pricing, terms, requirements, conditions as specified herein.
17. **Preparedness:** In the event of severe and tropical weather and or hurricanes. The vendor will be required to top-off emergency backup generator at various shelter and District locations within the County. These deliveries will vary in size from a few gallons to several hundred gallons, with all orders based on immediate need and duration of the weather event.

SECTION 7) - PRODUCT TESTING, SPECIFICATION, DELIVERY

1. **Testing:** The State of Florida, Department of Agriculture may be requested to preform periodic tests of delivered fuels specified herein. Should there be any question as to the quality of fuel delivered, and if it's determined any fuel does not meet said requirements, conditions as specified herein, upon request of the District, vendor shall immediately pick-up the remaining unacceptable product and issue full credit for the fuel delivery in question. In addition, the vendor shall liable for any fees or expenses incurred for testing of product failing to meet specifications.
2. **Regular Unleaded, Gasoline:**
Minimum Octane Rating $(R+M)=87$, (R=Research Octane), (M=Motor Octane)
2
MSDS: To view MSDS, please go to the following web address:
https://www.murphyusa.com/assets/MUSADocs/Gasoline_All_Grades_Murphy_Oil_Corp_-_GHS_US_-_HCS_2012_V4-3-4English_US.pdf
3. **#2 Low Sulphur Diesel Fuel:** It shall meet or exceed State of Florida specifications and testing standards.
MSDS: To view MSDS, please go to the following web address:
https://www.murphyusa.com/assets/MUSADocs/Diesel_Diesel_Oil_Murphy_Oil_Corp_-_GHS_US_-_HCS_2012_V4-3-4English_US.pdf
4. **Delivery:** All deliveries shall be made within forty-eight (48) hours from the time the order is placed. Deliveries may occur, Monday through Friday, 7:00-AM to 3:00 PM daily. All deliveries must be accompanied by a bill of landing, packing slip and signed by representative of the District.
5. **Transport:** Each transport and delivery shall be metered in the storage facility by authorized personnel only. All tank and meter readings, capacity markers, shall be verified and recorded on the packing slip at the time of delivery for each order. At no time during the delivery shall the driver leave the transport and transfer hose unattended.

6. **Locations:** See **Appendix A** for specified delivery points, locations and tank sizes.
7. **Fuel Allocation:** In the event of any State or Federal fuel allocation programs, regulations, and or limiting legislation. The vendor shall provide full support to the District in application for maximum allocations of specified products and fuels as may be applicable to end user qualifying under the classification of the provider to the District.

SECTION 8) Security and Safety:

1. **Keys:** The Contractor shall be responsible for any lost gate and tank keys and any inherent damages. The decision to re-key the facility gates and tanks is solely that of the District.
2. **Familiarity with Laws:** The Contractor is assumed to be familiar with all Federal, State and local laws, statutes, ordinances, rules and regulations that may affect the work. Ignorance on the part of the vendor shall in no way relieve him from these responsibilities.
3. **Permits:** The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, statutes, regulations, codes, and/or ordinances for the performance of the work required in these specifications and conforming with the requirements of said legislation.
4. **Unauthorized/Illegal Aliens:** BDS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act, with any such violation being sufficient cause for immediate termination of contracts.
5. **Firearms & Weapons:** Pursuant to Florida Statute #790.001 and #790.015. The procession of any/all weapons, firearms and/or any other devices is strictly prohibited on any and all District properties, with the exception of any and all authorized law enforcement personnel.
6. **Material Safety Data Sheets:** The Contractor shall provide a copy of the Material Safety Data Sheet (MSDS) to the District prior to initial fuels deliveries and periodic updates as specified herein.
7. **Hazardous Conditions:** The contractor shall report any hazardous conditions, and equipment in need of repair to the District when discovered.
8. **Safety Requirements:** The contractor shall assume full responsibility for all safety requirements, supervision, equipment operation, maintenance and employee training while providing any services specified herein.

SECTION 9) EMPLOYEES:

1. The contractor will furnish all labor, supervision, staff, tools, equipment, supplies necessary to accomplish the work specified herein to the satisfaction of the District.
2. Contractor's employees shall observe the rules and policies of Bay District Schools while working on Bay District School's premises. Hours of work will be mutually agreed upon by site of work Manager and Contractor.
3. Contractor's employees/subcontractors will refrain from smoking or use of tobacco in any facility, property or vehicles owned by Bay District Schools in accordance with **SBE Rule 2.113**. Any person wishing to use tobacco products must leave the school grounds to do so.
4. Employees of and/or contractors shall not have contact with District staff outside of appointed staff and/or administrator's hours as determined necessary by the facility managers.
5. Bay District Schools retains the right to require the contractor to dismiss any employee deemed incompetent, careless, insubordinate, objectionable, whose actions are contrary to public interest or inconsistent with the best interest of Bay District Schools. Dismissed personnel are restricted from and shall not be allow to return to any district site (s) without the submission of a written request from the contractor requesting approval from the district for the employee(s) to return to service. The contractor will not be responsible to the district for damages resulting out of bodily injury or damages to property which the contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.

SECTION 10) AGREEMENT:

1. **Agreement:** The bid document, addendums, award letters and all corresponding documentation shall constitute a complete and binding agreement with the Contractor. District shall not accept any proposed terms and conditions different than those specified herein. By virtue of submitting a bid, vendor agrees to not submit to any District employee, for signature, any document that contains different terms and conditions than those specified, with all others being non-binding on the District.
2. **Transfer:** The proposer shall not enter into sub-contracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation.
3. **Extension:** In the event the resulting agreement is terminated, not renewed or naturally expires and the awarded Contractor shall agree to; BDS providing a letter of Intent (LOI) via email only issuing a notice (90) ninety days prior to the end of terms requesting the specified services be retained on a month-to-month basis via the same terms and conditions set forth herein. With said specified services, continuing until a new agreement has been established by BDS., with the contract extension not exceeding a period of six (6) months as allowed by the applicable statutes.
4. **Termination:** The District shall reserve the right to terminate the contract at any time with

any or all Contractors pursuant to the matter of:

- a) **Convenience:** The District reserves the right to terminate the contract for convenience at any time with the contractor, when deemed in its best interest to do so. The District will notify the Contractor of this intent, in writing, at least ninety (90) days prior to its effective date. The Contractor shall continue to furnish any product or services after it receives said notice, only as necessary to complete all continued portions of the contract. The Contractor shall not be entitled to recover any cancellation expenses and/or lost profits etc.

 - b) **Cause:** The District reserves the right to terminate contract with the Contractor for cause, at any time, being by default, violation, failure, refusal, to abide by and/or carry out all provision of the contract specified herein, constituting sufficient cause for said termination. The District shall notify the Contractor in writing of this intent, identifying specific cause and its effective date, requiring all deficiencies being corrected within the specified time and days of notification. If deficiencies are not corrected to the satisfaction of the District within the specified time period, termination on shall occur upon the date and time stated in said notice. Upon cancellation, final payment shall be issued to the Contractor for only services satisfactorily rendered, as determined by BDS prior to the effective date of termination. Upon termination the Contractor shall have no further rights against the District and District shall have no further obligation to the Contractor pursuant to this contract, policy, statute and law. The District reserves the right to pursue any and all legal remedies as provided herein.
5. **Funding Out & Cancellation:** Florida Laws prohibit BDS from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. The following funding out provisions are an integral part of this proposal and shall be agreed to by all respondents:
- BDS shall, at any time during the contract period, terminate or discontinue the services specified herein and/or at the end of the current fiscal year upon the issuance of a ninety (90) day prior written notice to the successful respondent.
 - A Funding Out statement must be included as part of any agreement. No agreement shall not be considered not include this provision for “funding out, with such notice clearly defining reasons for said termination. Upon receipt of this written notification shall immediately and thereafter release BDS of all further obligations as related to the services specified and required herein.

SECTION 11) FINANCIAL:

1. **Pricing:** All pricing submitted shall be firm for the duration of the contract, unless negotiated or stated otherwise within this solicitation and shall include:
- Any and all orders issued by any BDS site, will fall under this solicitation and therefore receive all pricing, discounts and benefits as listed herein.
 - Any discrepancy or error in bid pricing, the unit price will govern. All calculation and errors shall be recomputed by the Purchasing or Finance Department.

2. **Order Placement:** The issuance of award does not constitute any order. After approval of an award has been made for this solicitation, BDS will place orders utilizing one or a combination of the following procedures:
 - BDS may either issue blanket or normal purchase orders to cover a specific period of time, dollar amount, for multiple purchases or will be for specific items and/or service.
3. **Credit Cards:** Some departments may place orders and utilize a District-issued credit card, for form of payment, to the extent authorized by the School Board. These orders may be made via phone or fax for direct delivery and billing to the requesting work location.
4. **Invoicing & Payment:** The Contractor will be required to submit invoices after it has delivered specified goods and or rendered acceptable services to BDS. All invoices and associated correspondences shall be legibly, typed, or computer generated, dated and include the following:
 - All invoices shall reference a valid and current service ticket, work order and/or purchase order number.
 - Failure to provide requested information may be cause for delay in payment or non-payment.
 - Payment will be made within thirty (30) working days after correct, acceptable and payable invoice has been received and approved by the referencing cost center. Invoices which do not reference valid purchase order or found to be erroneous and/or in any way shall be returned to Contractor for resolution prior to payment being released.
 - Payment shall not be made until all discrepancies are corrected and approved by BDS.
 - All invoices will be itemized to reflect all rates or discounts per this solicitation. Failure to provide itemized invoices will be cause for delay in payment or non-payment.
5. **Tax Exempt:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption number appears on the purchase order or certificate available upon request. For contracts relating to the purchase of construction services which include the contractor providing equipment, materials or supplies, sales tax will be payable by the contractor on all such products purchased.
6. **Bankruptcy, Insolvency, Ownership:** Upon of a submittal of a proposal; said firm shall not be in the process of or engaged in any types of proceedings relating to insolvency, receivership, bankruptcy, sale and or transfer of ownership, either voluntary or involuntary. If the awarded bidder is under contract for six (6) months or longer, files, is and or becomes involved in any type of these situations, said firm is required to immediately notify the District in writing of this or changes listed herein. Upon review of said information and or issuance of District counsel directions and opinions. The District may, at its sole discretion, terminate said contract, in which all applicable legal rights shall immediately cease.
7. **Equitable Adjustment:** Bay District Schools at its sole discretion may make equitable adjustments in the bid terms and or pricing if availability of supply is affected by extreme and unforeseen volatility in the marketplace, by circumstances satisfying one or more of the following criteria:

- (1) Were volatility in the market place is due to and wholly beyond the Bidder's control.
- (2) Were volatility in the marketplace affects verifiable sources of supply creating substantial changes to pricing and or service.
- (3) Were volatility in the market place, affects the bidder ability, if continuation and performance of specified services result in hardship and/or substantial loss to said firm.
 - a) All risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided.
 - b) All risks of loss or damage to third persons and their property until delivery of all goods as herein provided.
 - c) All risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District.
 - d) All risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to bidder until redelivery thereof to the School District.

**ATTACHMENT A
PUBLIC ENTITY CRIMES STATEMENT:**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 2022.

NOTARY PUBLIC
My commission expires:

Notary Stamp

ATTACHMENT B CONFLICT OF INTEREST

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid.

SECTION I

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

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, ZIP Code

SECTION II

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11th Street, Panama City, FL 32401, prior to proposal opening.

Name

Title or Position

Date of Filing

Name

Title or Position

Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, ZIP Code

ATTACHMENT C

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature: _____

Date: _____

BID FORM
22-10 MOTOR FUEL – GASOLINE & DIESEL

Company: _____

Address: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ Cell: (____) _____

Point of Contact: _____

We hereby bid \$ _____ per gallon for the purchase and delivery of **unleaded gasoline.**

We hereby bid \$ _____ per gallon for the purchase and delivery of **dyed diesel fuel.**

We hereby bid \$ _____ per gallon for the purchase and delivery of **diesel fuel.**

Will you accept VISA as a form of payment? Circle one. Yes No

CLAIMING LOCAL PREFERENCE

_____ **5% Discount Requested**

Our business is requesting a 5% local preference based on the fact that our MAIN/HOME office is located in Bay County. It is located at:

_____.

_____ **3% Discount Requested**

Our business is requesting a 3% local preference based on the fact that we have an office located in Bay County. It is located at:

_____.

APPENDIX A

FUEL TYPE & LOCATIONS

LOCATION	ADDRESS	TANK SIZE (GALLONS)	FUEL TYPE
Main Fuel Depots			
Transportation Dept/ Arnold High	550 Alf Coleman Rd – PCB, FL 1650 June Ave – PC, FL 32405	4,000	Diesel
Maintenance Dept	933 E Baldwin Rd. - PC, FL 32405	2000 & 500	Unleaded/Off Rd Diesel
Emergency Generators			
Maintenance Dept	933 E Baldwin Rd - PC, FL 32405	500 & 275	Diesel
Bozeman	13410 Hwy 77 - PC, FL 32409	1100 & 3050	Diesel
Northside Elem	2001 Northside Dr. - PC, FL 32405	895	Diesel
Arnold High	501 Mosley Dr. - LH, FL 32444	78	Diesel
Haney Tech Center	3016 Hwy 77 - PC, FL 32405	4100 & 8200	Diesel
Nelson Bldg	1311 Balboa Ave. - PC, FL 32401	750	Diesel

PC = Panama City
 LH = Lynn Haven

***PREVIOUS FUEL PURCHASES
 (BY GALLONS)***

YEAR	UNLEADED	UNDYED DIESEL
2019	33,113	74,004
2020	33,800	47,979
2021	36,965	59,962