



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PROCUREMENT DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:

May 4, 2026

PROCUREMENTSPECIALISTTELEPHONE &EMAIL:

Stacey Marshall 850 - 469 - 6208

Smarrshall2@ecsdfl.us

RFP TITLE:

Direct Delivery of Diesel Fuel, Gasoline, and Fuel Additive to School District Sites

RFP NUMBER:

261005

RFP OPENING DATE & TIME: **Friday, May 22, 2026, 1:30 PM, CENTRAL TIME**

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

The School District of Escambia County, Florida ("School District") solicits your company to submit a Proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All Proposals must have an authorized signature in the space provided below. All Proposals must be sealed and received in the School District's Procurement Department at 75 North Pace Blvd., Pensacola, Florida, 32505 by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed Proposals must reference the "RFP Title," "RFP Number," and the "RFP Opening Date & Time." The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. **If submitting electronically, Responders shall submit their response on BidNetDirect.com/florida.** Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:)

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE _____ BIDNET _____

OTHER (PLEASE SPECIFY) _____ MINORITY/DISABLED SERVICE VETERAN SUPPLIER _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. **I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.**

AUTHORIZED SIGNATURE:

TITLE:

TYPED OR

PRINTED NAME:

DATE:

I. INTRODUCTION & GENERAL INFORMATION

The School District of Escambia County (the District) is soliciting written proposals from Integrated Oil Companies for the purchase of the District's estimated annual usage of diesel fuel, gasoline and fuel additive. Listed quantities are anticipated and are not to be misconstrued as firm. They are provided to assist prospective suppliers in the formulation of their proposal and to allow for an equitable comparison and evaluation of proposals. Prices, terms, and conditions of this agreement cover all purchases for the products and services listed in this document for the entire term of this agreement. The District reserves the right to reject all responses and to waive technicalities. This document constitutes the contractual agreement and as such, the entire document, pages 1 through 47 must be returned and signed in the appropriate places. Proposals which are not submitted in accordance with this solicitation's specifications may be rejected. All inquiries concerning this RFP shall be submitted in writing. Any questions must be received via email no later than 5:00 p.m., CST, May 8, 2026. Responses and/or any needed Amendment to this RFP will be posted to www.bidnetdirect.com/florida by 5:00 p.m., CST, May 13, 2026.

Please forward any inquiries to:

Stacey Marshall, Procurement Specialist
Procurement Department
Escambia County School District
75 North Pace Blvd. Pensacola, FL 32505
Telephone: 850-469-6208
Email: smarshall2@ecsdf.us

For the District to ensure equal treatment of all participating responders, the above-named individual is the District's only designated representative for this RFP. Responders are expected to utilize this representative for ALL information regarding this RFP. Responders who contact any other District employee regarding the subject of this RFP are subject to disqualification from participating in this solicitation.

CALENDAR OF EVENTS

RFP Posting Date	Monday, May 4, 2026
Deadline for Questions (See Page 2, Section I and Page 7, Section II. V)	Friday, May 8, 2026 at 5:00 p.m., CST
Answers to Questions and Any Addendums Posted By (See Page 2, Section I and Page 7, Section II. V)	Wednesday, May 13, 2026 at 5:00 p.m., CST
RFP Opening (See Page 1)	Friday, May 22, 2026 at 1:30 p.m., CST
RFP Evaluation	Monday, June 1, 2026 at 10:00 a.m., CST
School Board Approval	Tuesday, June 16, 2026
Agreement Start Date	Saturday, August 1, 2026

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder," "Respondent," "Contractor," "Independent Contractor," or "Vendor" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein. The term "Parties," when used collectively, will apply to both the School District and the Responder.

- A. GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All Proposals received after the time indicated will be rejected as non-responsive and retained by the School District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only details concerning pricing or the offering will not be announced. All Proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The District is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. TERMS OF PAYMENT/ INVOICING:** The normal terms of payment will be Net thirty (30) Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Procurement.
- G. PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements

of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, Specialists and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its Specialists, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- N. PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, Specialists, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or Specialist who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION:** The School District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the School District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or subcontracts that directly or indirectly pertain to the transactions between the School District and the Responder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1)

reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) agree to any request by the School District for submission of a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the School District. The School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Procurement Department of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples." All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of Proposals received will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Proposal in its entirety or in part, and to waive minor irregularities if the Proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Procurement Specialist referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Specialist, in writing, no later than **Friday, May 8, 2026 at 5:00 p.m., CST**. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of a consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addenda issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to www.bidnetdirect.com/florida no later than **Wednesday, May 13, 2026 at 5:00 p.m., CST**. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Procurement Department and are also posted to www.bidnetdirect.com/florida. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Procurement Specialist noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Procurement Department. Any such contact shall be cause for rejection of your Proposal.

- Y. PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Proposal.
- Z. AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

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

A. DEFINITIONS:

District	The Escambia County School District.
ASTM	American Society for Testing and Materials Headquarters. Located at 100 Barr Harbor Drive, P.O. Box C700 West Conshohocken, PA 19428. For Sales and Customer Service (1-877-909-2786).
Integrated Oil Company	A company who primarily performs the functions of refining, transport, and marketing fuels as listed herein.
OPIS	Oil Price Information Service (OPIS): for more information visit www.opisnet.com and or contact Customer Service via phone 1-800-301-2645.
Service Fees	The delivery fees only (does not include, taxes, additives, or additional fees.)

- B. AGREEMENT TERM AND RENEWAL:** All prices, terms, and conditions of the procurement agreement will be in effect from **August 1, 2026 through July 31, 2027** with the option to renew for an additional four (4) one-year periods, upon mutual written agreement and School Board Approval. Cancellation by the awarded Responder(s) must be in writing and received ninety (90) days prior to January 31 of each contract year. The agreement may be canceled by the Escambia County School Board, at any time, for any cause. As per Florida Statute 237.161, funding for future fiscal years is subject to availability of appropriated funds. All rate increases will only be granted based upon the expressed provisions of this RFP (See below for CPI increases.) This solicitation may be awarded to the two (2) highest ranked Responders if the District finds it to be in their best interest to meet their needs.
- C. PRICING:** It is the Responder's responsibility to ensure that the pricing listed in the agreement will be the pricing for the **initial contract year**.
- D. CONSUMER PRICE INDEX (CPI):** All pricing and rates proposed herein shall be firm through the second year of the Agreement.

For successive renewal years, adjustments to Service Fees and fuel additives established in XV. PRICING, will be negotiable and limited to the appropriate [Consumer Price Index for All Urban Consumers \(CPI- U\): Selected areas, all items index for South urban; Size B/C](#) as published by the US Department of Labor, Bureau of Labor Statistics in January of each year. Any requests for adjustments must be submitted in writing to the Procurement Department no later than **April 1st** of each following year. Rate adjustments will not be automatic. The most recent twelve (12) month period ending **March 1** will be used to compute the percentage change in CPI-U. Current year

pricing **will** be retained for an additional, successive year if the CPI-U is not greater than zero percent (0%) of if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Procurement Department will provide notification of allowable increases, if applicable, by **April 15th**.

For Example: Using the CPI-U published for January or February of the then-current year, the contract hourly rates may be adjusted by adding the then-current contract year hourly rate to the product of the then-current contract year hourly rate and the percent change from January or February of the immediate prior term year to the same month of the then-current term year. As an example, the percent change from CPI All Urban Consumers, South – Size Class B/C from December 2023 to December 2024 is 3.0%. If A equals the then-currently hourly rate and B equals the new contact hourly rate, the following calculation would be used. $A + (.030 * A) = B$. At any time, should extraordinary economic conditions exist, the District reserves the right to, at its sole discretion, negotiate further adjustments to the Contractor's rate(s). The agreed upon new rates will not apply to any quotes or purchase orders issued before the start of the new Agreement year.

- E. BACKGROUND SCREENING REQUIREMENTS:** Since Awardee(s) will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Awardee will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Awardee and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Awardee providing any services on campus while students are present. The Awardee will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its employees. The Awardee will follow the procedures for obtaining employee background screening as outlined on the District's Website: Escambia County School District (<https://www.escambiaschools.org/departments/human-resource-services/fingerprinting-badging/>). Awardee will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Awardee will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Awardee fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awardee agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Awardee's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- F. EQUAL OPPORTUNITY:** Responders affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: Executive Order 11478 as amended by 11590, 12106, 13087, 13152, and 13672; Executive Order 11246 as amended by 11375, 11478, 12086, 12107, 13279, 13665, and 13672; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964 and 1991; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act of 1990; the Genetic Information Act of 2008; 41 CFR Part 60, 2 CFR Part 200 and any additions or amendments thereto.

- G. THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the School District under this Agreement shall be that of an Independent Contractor. Neither the Responder, nor its subcontractors, will be considered a

Specialist or employee of the School District for any purpose. As an Independent Contractor, the Responder and its subcontractors are responsible for all tax's incident to payments for services herein, including without limitation, all state and federal income taxes, payroll and other taxes, and Workers' Compensation.

- H. CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Responder will raise with the School District any questions regarding possible conflict of interest which may arise as a result of such change.
- I. COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses, permits and permissions necessary for the performance of the work. Lack of knowledge by the Responder will, in no way, be a cause for relief from responsibility. The Responder will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.
- J. GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- K. HARASSMENT/DISCRIMINATION:** Responder doing business with the Districts are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- L. EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of seven (7) years after final payment under this Agreement or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings.
- M. EX PARTE COMMUNICATION:**
1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with School District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer.
 2. Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with School District Board members is also prohibited and will result in the rejection/disqualification of the Responders' offer.
 3. Any current meetings the Responder has with School District staff and administration, or instructional personnel, shall at no time include any conversation regarding the RFP.

N. COVENANT AGAINST CONTINGENT FEES: The Responder warrants that no person or agency has been employed or retained to solicit or secure a contract pursuant to this RFP upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul the contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

For purposes of this Section:

1. Bona fide agency means an established commercial or selling agency, maintained by a Responder for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
2. Bona fide employee means a person, employed by a Responder and subject to the Responder's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
3. Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
4. Improper influence, as used in this clause, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

O. SAFEGUARDING INFORMATION: Contractor will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state regulations, federal regulations, and the Board's policies except upon written consent of the recipient, or his responsible parent or guardian, when authorized by law.

P. FORCE MAJEURE: A "Force Majeure Event" means fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.

Q. MISCELLANEOUS:

1. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
2. The Proposer shall furnish the School District such additional information as the School District may reasonably require.
3. The School District will not be liable for any costs not included in the Proposal and subsequent contracted-for-costs.
4. The School District reserves the right to reject any and all Proposals, and the right, in its sole discretion, to accept the Proposal it considers most favorable to the School District's interests.

The School District further reserves the right to reject all Proposals and to seek new Proposals when such a procedure is reasonable and in the best interest of the School District.

5. The School District reserves the right to waive any of the conditions or criteria set forth in this RFP.
6. The School District reserves the right to purchase unlimited quantities of services under this Agreement for any facility operated by the School District.
7. Locations for services may be added, deleted, or amended at any time as communicated by the District Point of Contact (POC) in writing and copied to the Procurement Specialist listed on Page 1.

R. FEDERAL LAWS AND REGULATIONS: Services performed under this Agreement may be paid with federal funds. The Contractor shall comply with the provisions of 45 CFR, Part 74, 2 CFR, Part 200 and other applicable regulations.

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311-1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
3. Certification Regarding Lobbying pursuant to 31 U.S.C.1352 [2 CFR 200.326 Appendix I I(J)].
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C.1352 [2 CFR 200.326 Appendix I I(J)].
5. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5).
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
11. Right to Inventions Made Under a Contract or Agreement [2 CFR.200.326 Appendix II (F)].
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract [2 CFR Appendix II to Part 200(b)].

14. Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].

15. For Small, Minority/Disabled Service Veteran and Women-owned businesses, this solicitation is also posted with the FL state OSD (Office of Supplier Development). We encourage all suppliers to register with the Florida Department of Management Services Office of Supplier Development at: <https://osd.dms.myflorida.com>.

- S. PRIVACY REGULATIONS:** The Contractor will follow health information confidentiality regulations as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act (FERPA) of 1974 and the Protection of the Pupil Rights Amendment (PPRA) of 1978.
- T. TOBACCO:** All District property, including but not limited to school buildings, athletic fields, parking lots and District-owned vehicles are considered tobacco-free per the School Board of Escambia County's Tobacco/Cotinine/Nicotine-Free School Policy (6Gx17-3.22), the Florida Clean Indoor Air Act (Article XXIX, Chapter 386) and the Constitution of the State of Florida (Article X, Section 20).
- U. SUB-CONTRACT:** Any transport/delivery agent(s) of the Responder shall abide by all terms and conditions of this agreement. It will be the responsibility of the Responder to ensure that all transport/delivery agent(s) be aware of the terms and conditions of this agreement. Responder must provide a list of all transport/delivery agent(s) to be used during the term of this proposal and shall be responsible to provide any/all updates or changes that may take place with this list of all transport/delivery agent(s). (See Section XV. PRICING, Part I, Page 34).
- V. INSURANCE REQUIREMENTS:** This Request For Proposal contains an extensive insurance requirement. Responders are encouraged to review these requirements with their insurance agents before submitting proposals.

The Contractor shall furnish proof of the following insurance to the Board by Certificate of Insurance:

The Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, agents, and volunteers are additional insureds under the policy or policies.

The Contractor shall provide Certificates of Insurance to the District's Procurement Department at 75 North Pace Blvd., Pensacola, FL 32505, prior to the start of any work under the Agreement.

The Contractor's insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by the Agreement.

1. **GENERAL:** The awarded Responder shall obtain and maintain the following described insurance throughout the term of this agreement and all renewal periods, except for coverage specifically waived by the District. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the A.M. Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings such as the, "Secure Best Ratings" may be considered. Such policies shall provide coverage for any/all claims which may arise out of, or result from, the services, work and operations carried out by the pursuant and under the requirements of the contract documents, whether such services, work and operations be by the Responder, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

- a. The awarded Responder shall acquire at a minimum the required insurance contained herein or better and shall be responsible for assuring that any and all of its subcontractors obtain and maintain the required insurance until the completion of that subcontractors work. Also, that the insurance coverage described herein are as required by law to be provided on behalf of their employees and others.
 - b. The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
 - c. These insurance requirements shall not limit the liability of the Responder.
 - d. The District does not represent these types or amounts of insurance to be sufficient or adequate to protect the Responder's interests or liabilities, but are merely minimums.
 - e. Except for workers compensation and professional liability, the awarded Responder's insurance policies shall be endorsed to name the Escambia County School Board as an additional insured to the extent of its interests arising from this agreement, contract or lease.
 - f. The awarded Responder waives its right of recovery against the District, to the extent permitted by its insurance policies.
 - g. The awarded Responder's deductibles/self-insured retentions shall be disclosed to the District and may be disapproved by the District. They shall be reduced or be eliminated at the option of the District. The Responder is responsible for the amount of any deductible or self-insured retention.
 - h. Insurance required of the awarded Responder or any other insurance of the awarded Responder shall be considered primary and insurance of the District, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.
2. **WORKERS COMPENSATION COVERAGE:** The awarded Responder shall obtain and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law. Awarded Responder shall also purchase any other coverage required by law for the benefit of employees.
 3. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE:** The awarded Responder shall purchase and maintain coverage on forms no more restrictive than the latest edition of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liabilities must be provided with excess or umbrella insurance that shall make up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

4. **GENERAL LIABILITY COVERAGE – OCCURRENCE FORM REQUIRED:**

- a. Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual

liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

b. Coverage B shall include personal injury.

c. Coverage C, medical payments, is not required.

5. **BUSINESS AUTO LIABILITY COVERAGE:** Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
6. **EXCESS OR UMBRELLA LIABILITY COVERAGE:** Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.
7. **COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE:** Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1,000,000 is required.
8. **EVIDENCE/CERTIFICATES OF INSURANCE:** Required insurance shall be documented in certificates of insurance. Certificates of insurance shall be accompanied by documentation that is acceptable to the District, establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

A letter from the awarded Responder's insurance carrier will be required as evidence that the Responder will be able to obtain the levels of insurance as required by this contract and indicate on the Sample Certificate of Insurance as required during submission per Part L, Page 30; should your firm be awarded the contract.

a. New certificates of insurance are to be provided to the District at least thirty (30) days prior to coverage renewals. Failure of the awarded Responder to provide the District with such renewal certificates may be considered justification for the District to terminate this agreement, contract or lease. Certificates should contain the following additional information:

1. Indicate that the District is an additional entity insured on the general liability policy.
2. Include a reference to the RFP Number: 261005.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate the District as the certificate holder as follows:

Escambia County School District
Attention: Procurement
75 N. Pace Blvd.
Pensacola, FL 32505
Phone: (850) 469-6208

- b. Indicate that the District shall be notified at least thirty (30) days in advance of cancellation.
 - c. Receipt of certificates, other documentation of insurance, policies or copies of policies by the District, or by any of its representatives, that which indicate less coverage than that is required, does not constitute a waiver of the awarded Responder's obligation to fulfill the insurance requirements herein.
 - d. The awarded Responder shall provide complete copies of Responder's insurance policies, forms, and endorsements, and/or such additional information with respect to its insurance as it may be requested by the District at any time.
 - e. Upon request of the District for commercial general liability coverage, the awarded Responder shall provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.
- W. SPILLAGE:** The Responder and/or his transport/delivery agent(s), are fully responsible for any errors or mistakes during deliveries that require clean up or ground sterilization. The Responder will be responsible for prompt and thorough clean up of all spillage, per EPA specifications, and for any contamination that results from improper delivery of fuel. Any spillage, however minor, that occurs during delivery must be immediately reported to the District at the number listed below:

ECSD Transportation Departments' Director (850-469-5645). If no contact is made, call the Transportation Dispatch (850-469-5510) to advise of any spill. Voice contact must be made; messages on answering machines are not acceptable. Notification of District fuel attendants does not release the Responder from reporting spills to the Transportation Parts Department or the Transportation Garage.

- X. PROTECTION OF PROPERTY:** All existing structures, utilities, services, roads, trees, and shrubbery, shall be protected against damage or interrupted services at all times by the Responder during the term of this contract and all renewal periods. The Responder shall be held responsible for repairing or replacing property that has been damaged by reason of the Responder's operation on the property. The repairs and/or replacements will be to the satisfaction of the District and at no additional cost.

All work shall be completed in every respect and accomplished in a professional manner. The awarded Responder shall provide removal of all debris from District property. The awarded Responder shall at all times guard against damage or loss to District property or of other vendors or Responders, and shall be held responsible for replacing or repairing any such loss or damage. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Responder or his agent. The awarded Responder shall at all times guard against injury to District employees. The awarded Responder must, at all times, comply with both the State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

- Y. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Responder certifies that all material, equipment, etc., contained in this proposal meets all Occupational Safety and Health Administration (OSHA) requirements.

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

In compliance with Chapter 442, Florida Statutes, a Safety Data Sheet (SDS) shall accompany any products delivered under a contract resulting from this solicitation delivery. In addition, the Transportation Department may request the SDS at any time and it will be posted.

As stated in the Occupational Safety and Health Administration (OSHA) requirements:

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. As of June 1, 2015, the HCS will require new SDSs to be in a uniform format, and include the section numbers, the headings, and associated information under the headings below:

Section 1, Identification includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

Section 2, Hazard(s) identification includes all hazards regarding the chemical; required label elements.

Section 3, Composition/information on ingredients includes information on chemical ingredients; trade secret claims.

Section 4, First-aid measures includes important symptoms/ effects, acute, delayed; required treatment.

Section 5, Fire-fighting measures lists suitable extinguishing techniques, equipment; chemical hazards from fire.

Section 6, Accidental release measures lists emergency procedures; protective equipment; proper methods of containment and cleanup.

Section 7, Handling and storage lists precautions for safe handling and storage, including incompatibilities.

Section 8, Exposure controls/personal protection lists OSHA's Permissible Exposure Limits (PELs); Threshold Limit Values (TLVs); appropriate engineering controls; personal protective equipment (PPE).

Section 9, Physical and chemical properties lists the chemical's characteristics.

Section 10, Stability and reactivity lists chemical stability and possibility of hazardous reactions.

Section 11, Toxicological information includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12, Ecological information*

Section 13, Disposal considerations*

Section 14, Transport information*

Section 15, Regulatory information*

Section 16, Other information, includes the date of preparation or last revision.

*Note: Since other Agencies regulate this information, OSHA will not be enforcing Sections 12 through 15(29 CFR 1910.1200(g)(2)).

Employers must ensure that SDSs are readily accessible to employees. See Appendix D of 1910.1200 for a detailed description of SDS contents.

Z. ALLOCATION GUARANTEE AND EMERGENCY SERVICES

1. **ALLOCATION GUARANTEE:** In the event the South Eastern United States or the Nation experiences a shortage of fuel, by any cause, it is to be understood that the awarded Responder guarantees that the District will not be cut in quantities and that the Responder assumes all responsibilities in maintaining the Federal or State government invoked allocations, should they prevail.

It is to be understood that in the event a reduction in quantities becomes a reality, by Federal or State government allocation and the Responder cannot maintain the supply of demand of this contract that the District is authorized to purchase from other sources to meet District demands.

By signing this RFP you are certifying that as an authorized representative of your company that your company is an Integrated Oil Company and will comply with this requirement.

2. **EMERGENCY SERVICES:** The products/services required under this RFP are vital to the operation of the District and are required during emergency situations such as hurricanes and other catastrophes, whether man made or natural. Time is of the essence during these situations and the Responder awarded this contract must be able to be contacted at any time, day or night during those periods. **Please provide emergency contact information as a part of your proposal documentation (See Section XIV. PREPARATION AND SUBMISSIONS, Part E, Page 29).** Failure to deliver product within the required and scheduled time at the required 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 the regular schedule can be resumed with the awarded Responder. Responder will be charged, if applicable, the difference between the price paid to another source and the contract price.
 - b. Termination of contract.
 - c. If awarded Responder fails to deliver more than two (2) consecutive times during an emergency and does not notify the District within twenty-four (24) hours or more prior to non-delivery of product, the Responder may be in default of this contract. This contract may be terminated along with the Responder being barred from doing business with the District for a period of three (3) years. The District will make every effort to be fair and reasonable during times of disaster.
 - d. The Escambia County School Board provides emergency services (shelters and emergency assistance) during times of natural disaster. Returning schools to full operational status is a priority in order to aid returning the general community to normalcy. Responders must include a plan detailing the priority of service that will be designated to the District in the event of a disaster. (See Section XIV. PREPARATION AND SUBMISSIONS, Part E, Page 29) This should include the level of commitment that can be expected from the contractor and their supply chain to support rapid restoration of services after a natural disaster.

- AA. RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES:** In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the District and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

IV. SCOPE OF WORK

- A. ORDERING:** The Procurement Department will issue purchase orders to the awarded Responder against the contract. Orders will be called in against issued purchase orders by the Transportation Stores Department.
- B. SERVICE:** Responder shall obtain and use equipment/devices safely and adequately at all sites to complete required fill services. District owned fill devices to be serviced include:
1. OPW KAM-LOK Couplings.
 2. Male Couplings.
 3. Overflow Protection Devices, as well as standard below ground fills.
- C. TESTING:** Purchased gasoline will be subject to periodic testing's by the Oil Laboratory of the Department of Agriculture, and gasoline found by this laboratory that does not meet the minimum specifications below shall be picked up by the supplier and the contractor or contracts made with such supplier as a result of this proposal will be subject to cancellation at the discretion of the District.
1. Fuel oil shall at all times pass all inspection and testing standards for the grade as prescribed by the State of Florida. Oil must meet requirements of A.S.T.M. Designation D-396-64T for the grade. Tests will be made periodically at the Responder's expense.

Test Method	General Specifications	Limit
ASTM D613	Cetane Number	Min. 40
ASTM D1298	Gravity, API	Min. 30, Max 36
ASTM D93	Flash Point, P-M, deg. F	Min. 125° F (53° C)
ASTM D445	Viscosity, Kin, @ 100 deg. F, CS	Min. 2.0, Max 3.6
ASTM D130	Corrosion, Cu Strip, 3 hrs. @ 122 deg. F	Max. 3
ASTM D86	Distillation, deg. F	
	10%	Min. 348
	90%	Min. 540, Max 640
	End Pint	Max. 698
ASTM D97	Pour Point, deg. F	Max. +20
ASTM D2500	Cloud Point, deg. F	
	Oct. 15 - Feb. 28	Max. +14
	Mar. 1 - Oct. 14	Max. +18
SM 60 - 15	Appearance	Bright and Clear
ASTM D482	Ash, Mass %	Max. 0.01

ASTM D524	Carbon Residue, Rams, 10% Btms, Mass	Max. 0.35
	%	
ASTM D1796	Sediment and Water, Vol. %	Max. 0.05
ASTM D1552	Sulfur, Mass %	Max. 0.50
SM 190 - 26 (1)	Thermal Stab, 300 deg. F, .90 Min, % Refl	Min. 80

Responder may substitute his own stability test. Fuel must be stable by his method.

- The pricing page (See Section XV. PRICING, Part B. Escambia County School District Diesel and Gasoline Pricing, Page 32) of this RFP includes full addresses of all fuel site locations. It shall be the responsibility of the Responder to visit all sites and become familiar with all existing conditions and hours of operation when a representative is available to receive fuel.
- The awarded Responder will, at the request of the District, sample any or all tanks requested, on said premises of the user, and provide a test analysis from an independent laboratory to assure that all products meet or exceed the specifications herein. This service shall be at no additional cost to the District.

D. DELIVERY: It shall be the responsibility of the Responder to schedule deliveries with the District to ensure that no site is without fuel at any time.

- All deliveries must be made within one (1) business day of a telephone notification and must be made during District fuel site hours of operation. **If for any reason a delivery can not be made at the scheduled time the District must be informed no later than four (4) to six (6) hours prior to the scheduled delivery time.**
 - District locations - Deliveries to the following District locations must be made between the hours of 5:30 A.M. and 10:30 A.M. except as otherwise requested by the District: Tate High School, Escambia High School, Pensacola High School, Success Academy, and George Stone Vocational Center.
 - Walnut Hill and Bus Garage deliveries are to be made between the hours of 5:00 A.M. and 4:00 P.M. except as otherwise requested by the District.
- Deliveries to the sites after normal hours must be coordinated with the staff to verify delivery. No additional charges are to be made for after-hour deliveries.
- All transport tanker deliveries will be temperature adjusted to 60° F in accordance with the latest edition of the A.S.T.M. Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
- The District will only accept fuel from trucks with a sealed, State approved and inspected meter or trucks that have the State of Florida Department of Agriculture seal and the Consumer Services seal and that has been calibrated with certified compartment tank volume markers for the petroleum product being delivered, are also acceptable. Delivery trucks shall have lock seals placed on all filled compartments at the top and bottom of the trucks at the terminal. Seal numbers will be listed on the delivery ticket by the Responder for each delivery. District personnel will verify seals and initial delivery tickets. **ANY DELIVERIES NOT HAVING AFFIXED SEALS WILL BE REFUSED.**
- A delivery ticket MUST BE SIGNED BY A REPRESENTATIVE OF THE DISTRICT and must identify the product, quantity and date delivered. Payment will not be made unless a delivery ticket has an authorized representative's signature.

6. Delivery tickets and/or bills of lading shall be provided with each delivery and shall indicate gross gallons of fuel and net gallons of fuel delivered. The District will pay for net gallons of fuel delivered.
7. **Delivery personnel of the Responder will be required to record dipstick readings on delivery tickets before and after each fuel drop off.**
8. Delivery personnel of the Responder will be required to closely monitor fuel hoses during the fuel drop off. Drivers are not to leave hoses unattended during fueling operations.
9. Only one (1) delivery truck shall be scheduled per District delivery site. Responder agrees to not schedule multiple deliveries to the same location at the same time.

E. PRICING BASED ON OPIS PAD 1 REPORT FOR THE PENSACOLA FLORIDA TERMINAL:

The current pricing for this solicitation shall be daily OPIS with the option to move to weekly pricing when the market stabilizes. Pricing for this solicitation will be on a fixed differential amount to be added to the Oil Price Information Services Daily or Weekly Average for the Pensacola Florida Terminal PADD 1 Terminal for each gallon delivered to District facilities. The price will be based on the OPIS published price for that date. This average will be calculated to the fourth decimal place.

1. The portion of the fixed service fee, which represents actual costs incurred by the supplier to deliver the product shall be expressed as a total fixed fee, which shall not change for the life of the contract unless prompted by a CPI-U price adjustment. The fixed fee will include all delivery and handling costs from the awarded Responder's terminal to the delivery location. The Procurement Department at their sole discretion and upon written notification to the Responder, may change from the OPIS Daily Average prices to OPIS Weekly prices and vice versa. Once changed to weekly, in order for the District to return to daily, the District must notify the Responder in writing.
2. **REQUIRED REPORTS FOR PRICING VERIFICATION:** At Responder's expense, the awarded Responder shall provide the reports listed below to the District. Contact names and email addresses will be provided upon award. These reports whether daily or weekly must reach the District, by email by the designated time and date listed in the chart below. This report will be provided to the District for the entire term of the contract, including all renewal periods.

OPIS Reports based on the Pensacola Florida Terminal			
	Report Date	OPIS copy delivered to the District	Prices Effective Dates
Daily Pricing	Monday, August 17, 2026	Every day at 9:00 a.m.	Monday, August 17, 2026
Weekly Pricing	Thursday, August 6, 2026	Every Thursday at 9:00 a.m.	Monday, August 10, 2026 at 12:01 a.m. - Sunday, August 16, 2026 at 12:00 a.m.

- F. INVOICING/PAYMENT:** Each invoice shall reference the delivery date of the applicable published OPIS price used for that particular delivery. List separately on invoice each individual tax/fee displayed separately that it is added to the price and pumping fee if applicable. Partial billing will not be accepted. The District will pay 100% of the contract price after all items have been delivered and accepted as ordered. Payment for accepted equipment/supplies/services will be accomplished by submission of an **ORIGINAL** invoice at the addresses listed below.

Escambia County School District
 Attention: Accounts Payable
 75 N. Pace Blvd.
 Pensacola, FL 32505

V. PROPOSAL FORMAT AND EVALUATION CRITERIA:

For evaluation purposes, it is required that the narrative portion of all proposals be organized in the manner specified below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in the (See Section XIV. PREPARATION AND SUBMISSIONS) may be considered non-responsive at the sole discretion of the Districts. The number of points in parenthesis is the total potential points for award. The evaluation criteria will consist of five (5) categories:

A. Responsiveness (up to 5 Points):

How well Responder responded to RFP, did Responder's include all required documents and complete all required sections of the proposal.

B. Company Experience (up to 20 points):

Please describe the firm's experience within the past twenty-five (25) years in providing services for other similar organizations, including any experience in the Florida public sector, as well as large school Districts including the Escambia County School District if applicable, in a collective bargaining environment.

C. References (up to 10 points): Provide a list of at least three (3) references (educational/institutional clients preferred), in which you have provided similar services as proposed in this RFP. Include, client name, client address, contact name, and phone number (and email address if available). These references may be contacted and asked questions by the District relative to your performance.

D. Emergency Preparedness Plan (up to 25 points): Responders ability to service the District during emergency periods. Please create two (2) Emergency preparedness plans for us to review in your submission for these two topics. (Please no more than two pages for each Plan)

- **Declaration of a State of Emergency (Hurricane)**
- **Declaration of a State of Emergency (Man Made)**

E. Cost / Proposal (up to 40 points): Provide with your proposal in a separate sealed envelope, your Cost Quotation for the services described in **Section IV. Scope of Work**. No pricing will be given consideration until all proposals are evaluated based on qualification items A above. The proposal from the highest ranked firm(s) may be subject to negotiation. Final acceptance shall be upon approval by the School Board.

Points will be awarded based on the responses in each proposal received. Lack of a response for any item above will receive (0) zero points for that item and deducted from the maximum total points. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder, however, the evaluation committee shall be solely responsible for determining the weight if any such information will be assigned. The District Reserves the right to award a Primary and Secondary Responder.

VI. EVALUATION CRITERIA AND AWARD

A. PROPOSAL EVALUATION PROCESS:

1. Proposals are received and publicly opened. Only names of Responders are read at this time.
2. An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Procurement personnel will participate in an administrative and advisory capacity only.

3. All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. The Agreement will provide a list of awarded Responders for the District to utilize. Since the services are to be performed on an "as-needed" basis, there is no dollar amount or guarantee of amount of services associated with the Agreement. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal(s) without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder(s) or, (3) Allow the top ranked Responders to make oral presentations.
4. The Procurement Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award to the School Board. The School Board will then approve or reject the recommendation.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

1. The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and/or be assigned to work additional evidence of qualification and/or before recommendation of award. Invoking this right would be based upon the written proposal received.
2. Responders are advised to provide their best offer with the initial Proposal because the District reserves the right to award an Agreement based on initial proposals without further discussion or negotiation.
3. The Proposal(s) most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate any proposal, including price and/or negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable agreement between the District and the selected Responders cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responders and to negotiate with the next- highest ranked Responder or subsequent Responder(s) until an Agreement is reached.
4. Prior to its Board approval, the District reserves all rights, in its sole discretion, at any time, to accept or reject any or all proposals, waive any irregularities and technicalities, accept/reject any/all items proposed, not to issue an award to any Responders, to issue a single or multiple award, to cancel this RFP, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

VII. TERMINATION AND REMEDIES

- A.** The District reserves the right to terminate, in accordance with this RFP, any Purchase Order and/or Agreement at any time and for any reason without penalty. Prior to termination, the District may elect to issue a stop work order in accordance with weekly timesheets submitted by the Contractor and Section II (General Terms and Conditions), Letter I (Stop Work Order).
- B.** The Contractor may terminate the Agreement at any time with ninety (90) days written notice to the Procurement Specialist listed on Page 1. The reason for the termination must be stated in the written notice. Upon receipt of notice, Contractor and District will meet within thirty (30) days to formulate a migration plan to include transfer of documentation, work expectation, etc. Failure of Contract to attend or fulfill obligations may result in breach, subject to all available remedies to the District in tort or law.
- C.** During the course of the Agreement, should the District encounter performance issues in the execution of services, the District will begin documenting information concerning those instances.

After three (3) instances are recorded within an Agreement Term, a meeting will occur involving representatives from the Responder in question, the Procurement Department, and the appropriate Department. If performance does not improve in accordance with the established benchmarks from the joint meeting, the District reserves the right to terminate the Agreement for breach. Should an instance be of such severity that the District has reasonable concern for the safety of District students, then the District reserves the right to request an immediate meeting to address the issue without waiting for three (3) documented records.

VIII. FEDERAL AND STATE TAX

The District is exempt from federal and state taxes for tangible personal property. The Contractor doing business with the District will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor will any Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

IX. DEFAULT

In the event that the Contractor breaches the Agreement, then the District reserves the right to seek any and all remedies in law and/or in equity.

X. LEGAL REQUIREMENTS

- A.** The Contractor warrants that it is a duly formed business entity organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Agreement in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Agreement whether or not such specified in the Agreement and Exhibits. The Contractor further warrants that the execution and delivery of the Agreement and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).
- B.** Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.
- C.** Each Party agrees that, in its respective dealings with the other Party under or in connection with the Agreement, it shall act in good faith. Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Agreement shall not relieve the other Party from responsibility for complying with the requirements of the Agreement, nor shall it be construed as a waiver of any rights under the Agreement, except as to the extent otherwise expressly provided in such approval or consent.
- D.** All media releases, public announcements, and public disclosures by either Party relating to the Agreement or the subject matter of the Agreement, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Such permission may be withdrawn at any time.
- E.** The Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.
- F.** Contractor will pay the District's reasonable attorneys' fees and costs for any matter arising under Section III (Special Conditions), Paragraph M (Florida Public Records Law and Compliance) of the RFP. It shall be the sole responsibility of the awarded Contractor to comply

with all requirements of Chapter 119 regarding documents received or generated in direct relationship to any contract/agreement awarded by the District. Pursuant to Florida Statutes Chapter 119, paragraph (m), proposals received as a result of this RFP will not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all Proposal documents or other materials submitted by all Responders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.

- G. Should any provision of the Agreement be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the Agreement shall remain valid and in full force and effect. Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive any termination or expiration of the Agreement and continue in full force and effect.
- H. The Agreement cannot be assigned to a sub-contractor without the prior written approval of the District. The Contract or Agreement is personal to the Parties herein and may not be assigned, in whole or in part, by the Contractor without prior written consent of the District in its sole discretion. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in its Proposal. Should the Contractor desire to delete, add, or amend any sub-contractors or engage additional companies as sub-contractors hereunder, prior written approval by the District (in its sole discretion) shall be required.
- I. Nothing set forth in any provision of the Agreement shall mean or be construed that the District has waived, altered, or amended in any manner whatsoever the limitations or provisions of Section 768.28, Florida Statutes, regarding the District's sovereign immunity. The Contractor shall indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Board, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged:

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or it's sub-contractor, or other party directly or indirectly employed by the Contractor for whose acts may be liable in performance of the work; or Violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or Liens, claims or actions made by the Contractor of any sub-contractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

Any cost or expense, including attorney's fees, incurred by the Board to enforce the Agreement shall be borne by the Contractor.

The Board agrees to indemnify the Contractor to the extent and only to the extent of the limits set forth in 768.28(5), Florida Statutes and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the

Board does not waive any defense of sovereign immunity. It is further understood and agreed by the Parties to the Agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statute.

- J.** The Agreement may not be amended or supplemented in any way except in writing, dated, and signed by authorized representatives of both Parties.
- K.** The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- L.** The Agreement is entered into solely between, and may be enforced only by, the District, its Board, and the Contractor, and the Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.
- M.** If any date of significance hereunder falls upon a Saturday, Sunday, or Federal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or Federal holiday. Saturdays, Sundays and Federal holidays shall not be considered business or working days.
- N.** By returning a signed and completed proposal, the Responder attests that there has been no collusion with any other Responder. In addition, there has been no divulging, discussion, or comparison of this Proposal during the preparation or submission of this Proposal in order to gain an unfair advantage in the award if this proposal.
- O.** The Contractor herein shall not assign payments under the Agreement without the prior written consent of the District.

XI. CONFLICT OF INTEREST

The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Proposal; and, in event of change in either its private interests or services under the Agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

All Responders must disclose the name of any officer, director, or agent who is also an employee of the District. All Responders must also disclose the name of any District employee who owns, directly or indirectly, any interest in the Responder's business or any of its branches.

We are not responsible or liable for any non-compete letters attached in your submission.

XII. DISPUTE

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of a bid, RFP, or contract may file a protest in accordance with the procedures set forth herein.

- A.** The District reserves the right to reject all proposals submitted and re-solicit at any time during the solicitation process.
- B.** The Services that are the subject of this Request for Proposal are essential to the operations of the District, the School Board in order to assure continuation of services may direct the award recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Procurement and Business Services to negotiate and enter into a short- term contract with the proposed awardee

or to purchase essential services/materials on an as-needed basis.

- C.** Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Procurement and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, 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 School Board Rule and Florida Statutes. It is the Contractor's responsibility to insure timely filing and receipt of protest by the Procurement and Business Services Department.
- D.** Within ten (10) days, not including Saturdays, Sundays and state holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Procurement and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).

 - 1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.
 - 2. Failure to file the Notice of Protest, formal written protest, and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to insure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Procurement and Business Services Office.
- E.** Communications shall continue between the Protester and the Procurement and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The Parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- F.** The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.

 - 1. The Parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the Parties. All Parties have the right to present oral argument and to cross-examine opposing witnesses. All Parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
 - 2. The ALJ shall render his findings of fact and ruling of law. Each Party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.

3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.
4. If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each Party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all cost and charges, the Protest Bond will be returned to the Protester.

XIII. SPECIFICATIONS

A. GASOLINE:

1. **REGULAR UNLEADED GASOLINE – 87 OCTANE.** All gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines. Must meet or exceed State of Florida specifications.
 - a. Minimum Octane Rating: $R+M/2=87$
 - b. (R=Research Octane)
 - c. (M=Motor Octane)
 - d. All deliveries shall be adjusted to 60° Fahrenheit.
2. **MID-RANGE UNLEADED AND LEADED GASOLINE – 89 OCTANE.** All gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines. Must meet or exceed State of Florida specifications.
 - a. Minimum Octane Rating: $R+M=89$
 - b. (R=Research Octane)
 - c. (M=Motor Octane)
 - d. All deliveries shall be adjusted to 60° Fahrenheit.
3. **NON-ETHANOL GASOLINE – 90-93 OCTANE** All gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines. Must meet or exceed State of Florida specifications.
 - a. Minimum Octane Rating: $R+M=90-93$
 - b. (R=Research Octane)
 - c. (M=Motor Octane)
 - d. All deliveries shall be adjusted to 60° Fahrenheit.

B. DIESEL AND GASOLINE ADDITIVE:

The awarded Responder will supply and deliver as listed below. The contractor/transport company delivering fuel shall deliver and add additive.

1. These performances shall be listed on the additive supplier product data sheet and furnished with the proposal.

- a. Passes Cummins L10 Injector Test (less than 10 CRC Cleanliness Merit Rating).
 - b. Raises Cetane Number of the fuel with 100-400ppm Alkylate Nitrate. Additive MSDS must show percent alkyl nitrate in additive. Proposal review will calculate ppm alkyl nitrate delivered to the fuel at standard additive dose.
 - c. Improves Lubricity to meet 520 micrometer HFRR wear scar maximum.
- 2. Additive supplier agrees to pay for fuel lubricity tests of two random samples per year to demonstrate spec is being met with fuel/fuel additive combination.
 - 3. Improves Fuel Stability: Additive tests show prove the fuel reflectance after aging for 180 minutes at 300F is improved from less than 60% reflectance without additive to greater than 80% reflectance with additive.
 - 4. The additive supplier will test the tanks twice annually for water and bacteria (July- Aug & Oct-Nov) and supply report that tanks are in compliance to be free of water, algae, and bacteria.

C. DIESEL FUEL NO. 2 – ULTRA LOW SULFUR – RED DYE DIESEL:

Regular grade diesel fuel oil is intended for use in all automotive high-speed/medium speed engine applications. The diesel fuel supplied under this specification shall be refined hydrocarbon distillate fuel oils. The feed stock from which the diesel fuel is refined shall be crude oils derived from petroleum, tar sands, oil shale, or mixtures thereof.

- 1. The finished diesel fuel shall be visually free from un-dissolved water, sediment and suspended matter; and shall be clear and bright when tested in accordance with approved test method of ASTM D975-04C E1, and shall not exceed 15 p.p.m. Sulfur content or current ASTM standards in effect at time of delivery.
- 2. The following antioxidants may be blended separately or in combination into the diesel fuel to retard the formation of gum and other oxidation products.
 - a. 2, 4-Dimethyl-6-tert-butylphenol
 - b. 2, 6-Di-tert-butyl-4-methylphenol
 - c. 2, 6-Di-tert-butylphenol
 - d. 6-Di-tert-butylphenol (75 weight percent minimum) and a mixture of tertbutylphenols and tri-tert-butylphenols (25 weight percent maximum).
 - e. 2, 4-Di-tert-butylphenol (60 weight percent minimum) and mixed tertbutylphenols (40 weight percent maximum)
 - f. The total concentration of antioxidants shall not exceed 24 grams per cubic meter on an active ingredient basis.
- 3. Any one or any combination of the following cetane improvers may be added to the diesel fuel to meet the cetane number requirements:
 - a. Amyl nitrate
 - b. Isopropyl nitrate
 - c. Hexyl nitrate
- 4. Diesel fuel stabilizer additive may be blended into the diesel fuel when additional antioxidant, biocide, corrosion inhibitor, dispersant, and metal deactivator are needed. Diesel fuel stabilizer

additive is not intended for routine use in all diesel fuels, but should be used only in situations where a high degree of protection against deterioration is required. Typical applications are emergency stand-by units and small satellite fuel sites.

5. Must meet or exceed Federal Specification VV-F-800D dated October 27, 1987 and AMENDMENT 1 dated November 13, 1987. Fuel shall also meet requirements for low sulfur content in accordance with the Clean Air Act of 1990 and resulting administrative rulings.
6. **All Diesel shall be Algae and Bacteria Free.**

XIV. PREPARATION AND SUBMISSION REQUIREMENTS

Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole discretion of the District. Proposals **must** be submitted in hardcopy format or electronically via **BidNetDirect.com/florida**. Fax and/or email submissions will be considered “**non-responsive**”. Any disqualified Proposals will be retained by the District.

All documents listed below must be returned in their entirety. **Failure to return all pages of the entire document or any of the listed items will subject your Proposal to disqualification as indicated below.** Once accepted, all originals and any copies of Proposals become the sole property of the District and may be retained or disposed of by the District in any manner which the District deems fit. **Modifications or alterations to this RFP document are prohibited and may result in the rejection of your Proposal.**

- A. **The entire RFP document (Pages 1 - 47) must be returned.** The first page of this document must have a signature. No faxed or emailed documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder shall initial the change(s). Any Proposal submitted with strike over or white out corrections that are not initialed may be rejected as a non-responsive Proposal.
- B. **For mailed submissions: Return your original Proposal and five (5) copies.** The copies must be a photocopy of your original Proposal and there shall be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your Proposal to be rejected. Please mark all copies as “COPY”. Hardcopy RFP documents may be printed double- sided with left margin, book-style binding. Your original Proposal and copies, excluding your Price Proposal, must be submitted in a sealed envelope which must be clearly labeled “**RFP #261005 – Diesel Fuel, Gasoline, and Fuel Additive**” on the outside of the package.
- C. **For electronic submission: Responder shall use www.bidnetdirect.com/florida.**
- D. Failure to return the following items **WILL** result in your Proposal being deemed “disqualified” and not eligible for further consideration:
 1. **Proposal Acknowledgment:** This acknowledgment must be completed in its entirety, signed, and returned with the Responder’s Proposal. (Page 1 of this document).
- E. **Pricing Forms on Pages 32-37:** This form must be complete with an Original or Electronic Signature and returned with response. **Pricing Forms should be submitted in a separately sealed envelope. (see Attachment A). Any range pricing will be considered non-responsive. Only all-inclusive final costs should be submitted.**

All items must be complete and submitted in a Separate Envelope for pricing.

- **Minimum Delivery Requirements:** This section, located on page 32 of this solicitation, must be completed if applicable.

- **Escambia County School District Diesel and Gasoline Pricing:** This form, located on page 33 of this solicitation, must be completed.
 - **Split Loads:** This section, located on page 34 of this solicitation, must be completed.
 - **Fuel Additive at All Locations:** This section, located on page 34 of this solicitation, must be completed.
 - **Emergency Contacts:** This section, located on page 35 of this solicitation, must be completed.
 - **Transport/Delivery Agent:** This section, located on page 35 of this solicitation, must be completed.
 - **Price Clarification Work Sheets:** This section, located on pages 36-37 of this solicitation, must be completed.
- F. Form Number P-002 Reference release form:** At least three (3) references must be provided. References by a similar sized School District is preferred. (see Attachment A).
- G. Company Background:** Please give a brief company biography (two (2) Pages Maximum) and attach to this document after page 47, include:
1. Years in business.
 2. Number of employees with HazMat endorsement.
 3. Size of your fuel fleet.
 4. Please indicate the primary source of your product. Is it Domestic or foreign?
 5. What is your history with the EPA?
 6. Business focus, by service, and by geographical region.
 7. Short history about how the company has developed.
 8. General information on Parent company or ownership.
 9. Location of Corporate headquarters, and number of branch offices.
- H.** Product specification sheet or certifications must be attached to the back of this solicitation if listed for item(s) in Specifications or Pricing Sections and/or if offering any alternate item(s).
- I.** Provide a copy of Responder's current business license and attach to the back of this solicitation. The Responder shall at time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation. Copies of such licenses, certifications, registrations and any other requirements should be provided with the proposal submission; and, the Responder shall provide follow-up evidence that as the Contractor they maintain such credentials throughout the period of agreement.
- J.** Provide a copy of the Transport/ Delivery Agents company's current business license. (After Award)
- K. Responder's detailed plan for emergency service. (See Section III. Special Conditions, Part Z. Allocation Guarantee and Emergency Services, number 2 on pages 18)** and attach it to the back of this solicitation.
- L.** Provide a Sample Insurance Certificate and attach it to the back of this solicitation.

- M.** Provide a list of current Federal taxes on Gas and Diesel fuel and attach it to the back of this solicitation.
- N.** Provide the current SDS and attach it to the back of this solicitation.
- O.** Provide a Sample of your current invoice structure and attach it to the back of this solicitation.
- P.** Failure to return the following items **MAY** result in your Proposal being deemed “disqualified” and not eligible for further consideration, at the sole discretion of the District:
1. **Table of Contents:** Provide a clear identification of the material by section and by page number.
 2. **Drug Free Workplace:** This form, while not required, will be a determining factor in award between two (2) or more proposals equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**. (see Attachment B).
 3. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. (see Attachment C).
 4. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal (see Attachment D).
 5. **Disclosure of Lobbying Activities:** This form must be completed. If none, indicate N/A and sign, and return it with the Responder’s Proposal. (see Attachment E).
 6. **Escambia School District Public Records Addendum:** This form must be initialed and returned with the Responder’s Proposal. (see Attachment F).
 7. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with the Responder’s Proposal. (see Attachment G). Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any work.
 8. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. (see Attachment H).
 9. **Affidavit Regarding the Use if Coercion for Labor and Services:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. (see Attachment I).

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XV. PRICING

The price in this section shall be all inclusive of Responders' markup, Transport delivery fees, and additive charges to be added to OPIS Average.

A. MINIMUM DELIVERY REQUIREMENTS: Proposals requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the District. Minimum order requirements should be noted by the fuel site the minimum applies to or by the product the minimum applies to. Responder may use the space provided below to include information on minimum orders. However, a written letter must be attached at the end of the Responders submitted proposal explaining any/all minimum requirements, additional information and clarifications needed. Any additional charges that will apply if an order is requested that does not meet the minimum requirement should be clearly noted. If including an attachment, please indicate below:

[illegible]

B. ESCAMBIA COUNTY SCHOOL DISTRICT DIESEL AND GASOLINE TANK PRICING:

	Site/Capacities D = Diesel G = Gas	Our Estimated DIESEL Annual Usage (Gallons)	Your DIESEL Delivery Differential Charge Per Gallon	Our Estimated GASOLINE Annual Usage (Gallons)	Your GASOLINE Delivery Differential Charge Per Gallon
1	School Bus Garage – 100 E. Texar Drive Pensacola, FL 32503 D: (4) 20,000 gal G: (1) 20,000 gal	430,000		120,000	
2	Tate High School – Tate School Road Cantonment, FL 32533 D: (1) 12,000 gal G: (1) 3,000 gal	150,000		5,000	
3	Escambia High School - 1310 N. 65th Ave Pensacola, FL 32506 D: (1) 10,000 gal D: (1) 5,000 gal	155,000		0	
4	Geo. Stone Voc. Ctr. - 2400 Longleaf Dr Pensacola, FL 32526 D: (1) 10,000 gal G: (1) 5,000 gal	125,000		5,000	
5	Walnut Hill Garage - 7780 Hwy 97 Walnut Hill, FL 32568 D: (1) 10,000 gal D: (1) 5,000 gal G: (1) 2,000 gal	150,000		15,000	
	Totals	1,010,000		145,000	

C. ESCAMBIA COUNTY SCHOOL NON-ETHANOL AND DIESEL GENERATORS:

	Site/Capacities D = Diesel & NE = Non-Ethanol	Our Estimated Annual Usage (Gallons)	Your Delivery Differential Charge Per Gallon
1	Pensacola High Gym - 500 W. Maxwell St. Pensacola FL, 32501 D: (1) 4,000 gal	6,000	
2	Success Academy (Upon the hill) – 2400 Longleaf Dr Pensacola, FL 32526 D: (1) 4,000 gal	6,000	
3	Success Academy (George Stone Parking Lot) - 2400 Longleaf Dr Pensacola, FL 32526 D: (1) 4,000 gal	6,000	
4	School Bus Garage – 100 E. Texar Drive Pensacola, FL 32503 NE: (1) 1,000 gal	4,000	
	Totals	25,000	

- D. SPLIT LOADS:** The District will split delivery loads between any and all sites listed above as needed. List any additional charge below if any for split loads.

- E. NON-ETHANOL FUEL ADDITIVE AT ALL LOCATIONS:** Prices are all inclusive, including transport and delivery.

Product Name: _____

Price per Gallon: _____

Treat Rate: _____

Actual Treated Cost/ Gallon: _____

Minimum Order Required: _____

- F. GASOLINE FUEL ADDITIVE AT ALL LOCATIONS:** Prices are all inclusive, including transport and delivery.

Product Name: _____

Price per Gallon: _____

Treat Rate: _____

Actual Treated Cost/ Gallon: _____

Minimum Order Required: _____

- G. DIESEL FUEL ADDITIVE AT ALL LOCATIONS:** Prices are all inclusive, including transport and delivery.

Product Name: _____

Price per Gallon: _____

Treat Rate: _____

Actual Treated Cost/ Gallon: _____

Minimum Order Required: _____

- H. EMERGENCY CONTACTS:** Responder should list **Emergency Contact Name(s) and Phone Number(s)**. Attach an additional sheet, if needed.

Company	Contact Name	Phone Number

- I. TRANSPORT/DELIVERY AGENT:** The use of a local based transport/delivery agent is preferable at all times. However, if Responders transport is not local, Responder must have access to local based transport/delivery agents for use during emergency situations. List below the name and addresses of all transport/delivery agents you will use if you are awarded this contract or attach an additional sheet, if needed.

Company	Contact Name	Phone Number	Address

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PRICING CLARIFICATION WORK SHEETS FOR EVALUATION PURPOSES ONLY

Thursday of each week, a copy of the daily OPIS PAD 1 Report for the Pensacola Florida Terminal should be provided to the District. The total charge per gallon will be the OPIS average as listed on the OPIS Pad 1 report, plus the all inclusive Responder's Differential (Delivery Charge and all costs, including transport charges), and taxes that are paid through Responder invoicing. **To verify your understanding of "inclusive" the following sample pricing computation must be completed.**

TAXES: The District listed herein is a Local Government Entity and is exempt from Federal Gasoline and Diesel (excise) Road Taxes and State of Florida Sales Tax. Proposals will be considered only from Responders who will accept approved Federal, State, and County exemption form(s). **Awarded Responder will be required to provide a list of taxes and the amount to be added to each fuel commodity.**

An order is called in to your firm. Complete the information below regarding invoicing. Use the OPIS Average listed in each section as the product base price. This is a hypothetical figure used only so that all Responders are using the same reference point.

7,500 gallons of **Red Dye Diesel** Fuel to be delivered to District Site No. 1 (School Bus Garage).

Price per Gallon (OPIS Average)	\$4.00
Plus/Minus Responder Differential	
Plus Responder Collected Taxes for Diesel (List)	
Other	
Total Amount for Order	

7,500 gallons of **Unleaded 87 Octane Gasoline** to be delivered to District Site No. 1 (School Bus Garage – Location 1 – District).

Price per Gallon (OPIS Average)	\$3.50
Plus/Minus Responder Differential	
Plus Responder Collected Taxes for Gasoline (List)	
Other (List):	
Total Amount for Order	

1,000 gallons of **Non-Ethanol Gasoline** to be delivered to Escambia Walnut Hill (Location 2 – Escambia County)

Price per Gallon (OPIS Average)	\$3.50
Plus/Minus Responder Differential	
Plus Responder Collected Taxes for Gasoline (List)	
Other (List):	
Total Amount for Order	

Attachment A
FORM P-002 Reference Release Form

I _____
(Name/ Title) give the Escambia County School District authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE	
COMPANYNAME:	
COMPANYADDRESS:	
CONTACT PERSON:	
PHONENUMBER:	
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANYNAME:	
COMPANYADDRESS:	
CONTACT PERSON:	
PHONENUMBER:	
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANYNAME:	
COMPANYADDRESS:	
CONTACT PERSON:	
PHONENUMBER:	
CONTACT'S EMAIL ADDRESS:	

Attachment B

DRUGFREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFPs that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/RFP 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 Bidders/Responders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Signature _____

Attachment C

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

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

Attachment D
State of Florida

Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes, Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or School Board of Escambia County (SBEC). ECSD or SBEC may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or SBEC. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or SBEC and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of §448.095 Florida Statutes and the Contractor shall be ineligible for award of further public contracts for a period of at least one (1) year after termination.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment E

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

Attachment F

Approved by OMB

03480046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.
1352 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee 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 change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form- LLL (Rev. 7-97)	

Attachment F (Cont.)

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

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 follow-up 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants 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 Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-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.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Attachment G

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School 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 for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

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 School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board 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 the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF 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 SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each Signatory:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Attachment H

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of worker s' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Attachment I

State of Florida

Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____