



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE:
October 8, 2015

PURCHASING CONTACT & TELEPHONE:
STACEY MARSHALL, PURCHASING AGENT (850-469-6208)

RFP TITLE:
DIESEL FUEL, GASOLINE AND FUEL ADDITIVE

RFP NUMBER:
160305

RFP OPENING DATE & TIME:

November 10, 2015 at 2:00 p.m. CENTRAL STANDARD TIME

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

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.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, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY___)

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. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT HAS NOT BEEN ALTERED IN ANY WAY.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

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 32 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 12:00 p.m., Central Standard Time, Thursday, October 15, 2015. Responses and/or any needed Addendum to this RFP will be posted to the ECSD's Purchasing Website <http://ecsd-fl.schoolloop.com/purchasing/bids> by 5:00 p.m., Central Standard Time, Friday, October 16, 2015.

Please forward any inquiries to:

Stacey Marshall
Purchasing Agent
Purchasing Department
Escambia County School District
75 North Pace Blvd.
Pensacola, FL 32505
Telephone: 850-469-6208
Email: SMARSHALL2@ESCAMBIA.K12.FL.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.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder" 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.

- 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 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 School Board 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 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 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 District will not accept collect freight charges. (3) No premium carriers will be used for the District's account without prior written consent of the Director of Purchasing.
- G. PACKING:** All shipments will include an itemized list of each package's content, and reference the District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.
- H. INSPECTIONS AND TESTING:** The 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 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 District may have because of the use of defective or unsatisfactory goods or work.
- I. STOP WORK ORDER:** The 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 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 District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, 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 District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the District. The Responder will, at the request of the 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 District, until such property has been delivered to the District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the District, from the time of shipment thereof to Responder until redelivery thereof to the 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.

- 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 District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this 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 agent who is an employee of the District and/or is an employee of the District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. TERMINATION: DEFAULT.** The 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 District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The 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 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 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 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 District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the 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 District in tort or law.
- S. AUDIT AND INSPECTION:** The 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 District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the 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 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 Responder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Responders will enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) the District may request and Responder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District; (5) the 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 Purchasing Office of the 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 District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the 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 District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The 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 District has sole discretion in determining testing and evaluation methods. The 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 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 Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven (7) workdays prior to the opening date of the proposals. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of 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 addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five (5) workdays prior to the opening date. 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 Purchasing Office and are also posted to the District's Purchasing website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. 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 Purchasing Agent 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 Purchasing Office. Any such contact shall be cause for rejection of your proposal.

Y. PROPOSAL PREPARATION COSTS: Neither the 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 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.

B. TERM OF THE AGREEMENT: All prices, terms, and conditions of the purchasing agreement will be in effect from **February 1, 2016 through January 31, 2017**, with the option to renew for four (4) additional one-year periods, upon mutual written agreement. Cancellation by the awarded responder must be in writing and received ninety (90) days prior to January 31st of each contract year.

C. ATTACHMENTS: Any/all attachments should be clearly referenced with your company's name the RFP Number and attached at the end of this document.

D. 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. In the event of a change in either the Responders' private interests or services under this agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

E. 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 District under this agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes (except fuel taxes) incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

F. 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 X. PRICING, Part F, Page 26).**

- G. 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 and permissions necessary for the performance of the work.
- H. 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 contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- I. 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 five (5) years after final payment under this agreement or such longer period as required by law.
- J. EMPLOYEE SCREENINGS:** If services are to be provided when District students are present, or the Awardee will have access to District funds, or the Awardee 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, all of its employees and subcontractors 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, all of its employees and subcontractors. The Awardee will follow the procedures for obtaining employee and subcontractor background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Awardee will provide the school a list of its employees and subcontractors 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 and/or subcontractor listed fails to meet the statutory standards or new employees/subcontractors 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.

- K. FLORIDA'S PUBLIC RECORDS LAW:** Responder shall comply with Florida's Public Records Law. Specifically, Respondent agrees that it will:
1. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by Respondent under the Agreement.
 2. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes., or as otherwise provided by law.

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of Responder upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
5. The failure of Responder to comply with the provisions set forth shall constitute a default and breach.

L. EX PARTE COMMUNICATION: Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with 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' proposal.

Ex parte communication (whether verbal or written) by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the disqualification of the Responders.

Any current Responder meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the solicitation.

M. COVENANT AGAINST CONTINGENT FEES: The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

N. 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.

It is not necessary to have the specified levels of insurance contained herein in effect when the proposal is submitted, but they must be obtainable before work may begin.

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 R, Page 23; 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:

- i. Indicate that the District is an additional entity insured on the general liability policy.
- ii. Include a reference to the RFP Number: 160305.
- iii. Disclose any self-insured retentions in excess of \$1,000.
- iv. Designate the District as the certificate holder as follows:

Escambia County School District
Attention: Purchasing
75 N. Pace Blvd.
Pensacola, FL 32505
Phone: (850) 469-6208
Fax (850) 469-6271

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.

O. 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 Parts Department (850-469-5506). If no contact is made, call the Transportation Garage (850- 469-5507) 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.

P. 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.

Q. 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.

R. MISCELLANEOUS:

1. The District will not be liable for any cost incurred in the preparation of proposals.
2. 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.
3. The proposer shall furnish the District such additional information as the District may reasonably require.
4. The District will not be liable for any costs not included in the proposal and subsequent contracted-for-costs.
5. The 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 District's interests. The District further reserves the right to reject all proposals and to seek new proposals when such a procedure is reasonable in the best interest of the District.
6. The District reserves the right to waive any of the conditions or criteria set forth in this Request for Proposal.
7. The contract cannot be assigned to a sub-contractor without the prior written approval of the School Board of Escambia County.

S. 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 IX. PREPERATIONS AND SUBMISSIONS, Part H, Page 23).** 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 IX. PREPERATIONS AND SUBMISSIONS, Part Q, page 23)** 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.

IV. SCOPE OF WORK OR SERVICES

- A. **ORDERING:** The Purchasing Department of the District 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 of the District.
- 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 service ed 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.

<u>Test Method</u>	<u>General Specifications</u>	<u>Limit</u>
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.

2. The pricing page (**See Section X. PRICING, Part B. Escambia County School District Diesel and Gasoline Pricing, Page 25**) 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.
3. 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.

1. 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.**
 - a. District locations - Deliveries to the following District locations must be made between the hours of 6:00 A.M. and 10:00 A.M. except as otherwise requested by the District: Tate High School, Escambia High School, Woodham Middle School, and George Stone Vocational Center.

- b. Walnut Hill and Bus Garage deliveries are to be made between the hours of 6:00 A.M. and 4:30 P.M. except as otherwise requested by the District.
2. 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.
3. 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.
4. 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.**
5. 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: Pricing for this solicitation will be on a fixed differential amount to be added to the Oil Price Information Services 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. **Pricing for a report issued on Thursday of each week will be effective from 12:01 a.m. on the following Monday through the next Sunday (i.e. Report Date: Thursday, February 4, 2016 – Prices Effective: Monday, February 8, 2016 through Sunday, February 14, 2016.)**

- a. The portion of the fixed 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. The fixed fee will include all delivery and handling costs from the awarded Responder's terminal to the delivery location. **IN THE EVENT OF AN UNSTABLE MARKET, the Purchasing Department at their sole discretion and upon written notification to the Responder, may change from prices based on OPIS Weekly prices to prices based on the OPIS Daily Average. Pricing will return to weekly pricing when the market stabilizes. Once changed**

to daily, in order for the District to return to weekly, the District must notify the Responder in writing.

- b. **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. On Thursday of each week, a copy of the weekly OPIS PAD 1 Report for the Pensacola Florida Terminal. This report must reach the District, by email, preferably on Thursday, but no later than 9:00 a.m. each Friday. This report will be provided to the District for the entire term of the contract, including all renewal periods. In the event of an unstable market and the Districts' pricing is based on OPIS Daily prices the OPIS pricing must be received every day no later than 9:00 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. EVALUATION CRITERIA

In order to maintain comparability and enhance the review process, it is required that the Narrative portion of all proposals be organized in the manner specified in Section IX. 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 this Section will be considered non-responsive at the sole discretion of the District. Each proposal will be evaluated and graded on a point system. The number of points in parenthesis is the total potential points for award.

- A. **RESPONSIVENESS TO RFP (Up to a maximum of 15 Points):** How well Responder responded to RFP, did Responder include all required documents and complete all required sections of the proposal.
- B. **COMPANY EXPERIENCE (Up to a maximum of 10 Points):** Describe the firm's experience within the past five (5) years in providing services for other similar organizations, including any experience in the Florida public sector, as well as large school districts in a collective bargaining environment.
- C. **EMERGENCY PREPAREDNESS PLAN (Up to a maximum of 25 Points):** Responders ability to service the District during emergency periods.
- D. **PRICE (Up to a maximum of 50 Points):** Lowest overall cost.

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. 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 that any such information will be assigned.

VI. TIME SCHEDULE The anticipated schedule for this RFP and contract awarded is as follows:

Thursday, October 8, 2015, RFP Distribution

Thursday, October 15, 2015, at 12:00 p.m. CST, Deadline for Questions

Friday, October 16, 2015, by 5:00 p.m. CST, Answers to Questions posted / Final Addendum Issued (if applicable)

Tuesday, November 10, 2015, at 2:00 p.m. CST, Proposal Opening, copies of proposals distributed to Evaluation Committee

Wednesday, November 18, 2015, at 10:00 a.m. CST, Evaluation and Awarding Location: Finance Conference Room, 75 North Pace Blvd., Pensacola, FL

Tuesday, December 15, 2015, School Board Approval - Contract Award Date

No later than Monday, February 1, 2016, Contract Commencement Date

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

VII. EVALUATION AND AWARD

- A. PROPOSAL EVALUATION PROCESS:** Proposals are received and publicly opened. Only the names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received. The District will not be liable for any costs incurred by the proposer in connection with such interviews (i.e., travel, accommodations, etc.).

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. 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 without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers to make oral presentations.

Proposers are advised to provide their best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Proposer cannot be successfully negotiated and executed, then the District

reserves the right to discontinue negotiations with such Proposer and to negotiate and execute a Contract with the next-ranked Proposers.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposer, to cancel this RFP at any time, 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 Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

B. DISTRICT'S RIGHTS AND RESERVATIONS:

The District reserves the right to accept or reject any or all proposals.

The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the District reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

VIII. 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.

B . 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.**

C. DIESEL FUEL 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.

IX. PREPARATION AND SUBMISSION REQUIREMENTS

It is the practice of The School District of Escambia County Florida, to evaluate all responses Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute S286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute Chapter 119, as such any information sent to the District is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential Responders exclude from their response any information that, in their judgment, may be considered a trade secret.

PROPOSAL MUST INCLUDE AND BE IN THE FORMAT AS FOLLOWS: (Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.)

- A. The **ENTIRE** RFP document (pages 1-32) **MUST** be returned when responding.
- B. **Request For Proposal (RFP) & Proposal Acknowledgment:** This form located on page 1 of this document, must be complete with an **ORIGINAL** signature and returned with the proposal.
- C. **Company Background:** Please give a brief company biography (two (2) Pages Maximum) and attach to this document after page 32, include:
 - 1. Years in business.
 - 2. Number of employees.
 - 3. Business focus, by service, and by geographical region.
 - 4. Short history about how the company has developed.
 - 6. General information on Parent company or ownership.
 - 7. Location of Corporate headquarters, and number of branch offices.
- D. **Minimum Delivery Requirements:** This section, located on page 24 of this solicitation, must be completed if applicable.
- E. **Escambia County School District Diesel and Gasoline Pricing:** This form, located on page 25 of this solicitation, must be completed.
- F. **Split Loads:** This section, located on page 25 of this solicitation, must be completed.
- G. **Diesel Fuel Additive at All Locations:** This section, located on page 26 of this solicitation, must be completed.
- H. **Emergency Contacts:** This section, located on page 26 of this solicitation, must be completed.
- I. **Transport/Delivery Agent:** This section, located on page 26 of this solicitation, must be completed.
- J. **Price Clarification Work Sheets:** This section, located on pages 27-28 of this solicitation, must be completed.
- K. **Form P-002 Reference Release Form:** Provide at least two (2) references. School Districts are preferred to be listed as a reference. See attached **Form Number P-002** on page 29, contained within this document.
- L. **Drug Free Workplace:** This form, located on page 30 of this document, 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**.
- M. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form, located on page 31-32 of this document, must be returned with your proposal completed with an **ORIGINAL** signature.
- N. 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).
- O. 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.

- P. Provide a copy of the Deliverers/ Transporting company's current business license.(After Awarding)
- Q. **Responder's detailed plan for emergency service. (See Section III. Special Conditions, Part S. Allocation Guarantee and Emergency Services, number 2 on pages 14-15)** and attach to the back of this solicitation.
- R. Provide a Sample Insurance Certificate and attach to the back of this solicitation.
- S. Provide a list of current Federal taxes on Gas and Diesel fuel and attach to the back of this solicitation.
- T. Provide the current SDS and attach to the back of this solicitation.
- U. One (1) original, plus nine (9) copies of your proposal, in a sealed package shall be delivered to:

Purchasing Department
Escambia County School
District 75 North Pace Blvd.
Pensacola, FL 32505

Tag: DIESEL FUEL, GASOLINE AND FUEL ADDITIVE - RFP #160305

X. PRICING

This price is all inclusive of all charges to be added to OPIS Average, including Responders' markup and Transport delivery fees.

- 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:

B. ESCAMBIA COUNTY SCHOOL DISTRICT DIESEL AND GASOLINE 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	Woodham Middle School 150 E. Burgess Road Pensacola, FL 32503 D: (1) 10,000 gal	95,000		0	
5	Geo. Stone Voc. Ctr. 2400 Longleaf Dr Pensacola, FL 32526 D: (1) 10,000 gal G: (1) 5,000 gal	125,000		5,000	
6	Walnut Hill Garage 7780 Hwy 97 Walnut Hill, FL 32568 D: (1) 5,000 gal G: (1) 2,000 gal	145,000		15,000	
	Totals	1,100,000		145,000	

C. 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:

D. 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 _____

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

F. 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.

PRICING CLARIFICATION WORK SHEETS

Thursday of each week, a copy of the weekly 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)	\$2.4038

Plus/Minus Responder Differential	_____

Plus Responder Collected Taxes for Diesel (List)	_____

Other (List): _____	_____

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)	\$2.4898
Plus/Minus Responder Differential	
Plus Responder Collected Taxes for Gasoline (List)	
_____	_____
_____	_____
_____	_____
_____	_____
Other (List): _____	_____
Total Amount for Order	_____

2,000 gallons of **Unleaded 87 Octane Gasoline** to be delivered to Escambia Walnut Hill (Location 2 – Escambia County)

Price per Gallon (OPIS Average)	\$2.4038
Plus/Minus Responder Differential	
Plus Responder Collected Taxes for Gasoline (List)	
_____	_____
_____	_____
_____	_____
_____	_____
Other (List): _____	_____
Total Amount for Order	_____

FORM P-002 Reference Release Form

(Name/ Title)

(Name Of Company)

give the Escambia County School District, Florida authorization to check our company's previous performance.

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT, the School Districts may be used as your reference.

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature _____

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

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

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)