



AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES

THIS AGREEMENT FOR FUEL SUPPLY AND TRANSFER SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PETROLEUM TRADERS CORPORATION** a foreign for-profit corporation duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1462227) ("Contractor").

WHEREAS, on April 5, 2023, the City of Ocala, and the School Board of Marion County (the "School Board") issued a joint Invitation to Bid ("ITB"), **Bid No. 3980GM** for the provision of providing gasoline and diesel fuel to both the City and the School Board (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Petroleum Traders Corporation was found to be the lowest; and

WHEREAS, Petroleum Traders Corporation was chosen as the intended awardee to supply and deliver gasoline and diesel fuel to the City and School Board ("Services").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Contractor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-8)

Exhibit B: Bid Tabulation (B-1 through B-2)

Exhibit C: General Conditions (C-1 through C-34)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit A, then (3) Exhibit B.

3. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Solicitation Documents are modified and replaced, in their entirety, as follows:
 - a. The terms "Marion County," "County," or "Board of County Commissioners" shall be replaced and intended to refer to the "City of Ocala".
 - b. The term "Bidder" shall be replaced by the term "Contractor" and shall be intended to refer to Petroleum Traders Corporation".
4. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Contractor, this Agreement and all of its



Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.

5. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents and prices set forth in **Exhibit B – Bid Tabulation**.
 - A. **Invoice Submission.** Contractor shall invoice after the delivery of goods. Invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided a coversheet for their invoices which must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Fleet Management Department, Attn: Ashley Rothchild, 1805 NE 30th Avenue, Ocala, Florida 34470**, E-mail: arothchild@ocalafl.org.
 - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
 - C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - E. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MAY 30, 2023** and continue for a term of **THIRTEEN MONTHS** (13 months), through and including **JUNE 30, 2024**.
7. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a



reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 8. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 9. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 10. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
- 11. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.



12. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
13. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
14. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
15. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
16. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Petroleum Traders Corporation Attention: Joseph Vanderpool PO Box 2357 Ft. Wayne, Indiana 46801 Phone: 800-348-3705 E-mail: jvanderpool@petroleumtraders.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org



Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

17. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
18. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
19. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
20. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.



21. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
22. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
23. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
24. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
25. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
27. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
28. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
29. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]



CONTRACT# FLT/230544

IN WITNESS WHEREOF, the parties have executed this Agreement on 6/7/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
6FD4FC329B6F4DF...
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

PETROLEUM TRADERS CORPORATION

DocuSigned by:
Joseph Vanderpool
1D8175B081CC4CD...

By: Joseph Vanderpool
(Printed Name)

Title: Contract Sales Manager
(Title of Authorized Signatory)

GENERAL SPECIFICATIONS

1.01 **Definitions:** The Parties agree that capitalized terms shall have the meaning as described below:

"OPIS Contract Price Report" shall mean the fuel pricing service provided by the Oil Pricing Information Service (OPIS), an industry benchmark for pricing Fuel. This Contract shall use the daily average net price from the Daily Contract Report published at 10:00a.m. EST as established by OPIS and the OPIS Biodiesel Daily Report. Fuel prices are listed for terminals by regions in reports. Price will be determined using the closest appropriate terminal, namely Tampa, Florida.

"Fuel" shall mean any Fuel product obtained through this Contract. Fuel product shall include the listed grades of unleaded gasoline, diesel, and Biodiesel to be delivered to Stakeholders facilities.

"Biodiesel" or B5 shall mean an alternative Fuel consisting of a 95/5 blend of 95% ultra-low sulfur diesel fuel and 5% soybean oil.

"Markup" shall mean the Contractor's price to cover all costs associated with providing Fuel to the Stakeholders facilities as more particularly detailed in Section 1.10. Markup will mean both positive and negative numbers. Markups for fuel shall be calculated as a price per gallon basis and not quoted as a percentage. The contractor shall assess no other fees associated with the delivery of Fuel except as more particularly detailed in Section 1.11.

"Transport Delivery" shall mean a delivery by a transport truck with a minimum delivery of 8,000 gallons for gasoline, 7,200 gallons for fuel oil and 7,200 gallons for a combination load of gasoline and fuel oil.

"Tank Wagon Delivery" shall mean a delivery by a transport truck with a minimum delivery of 500 gallons for fuel oil or gasoline.

1.02 **Scope of Work:** This contract is to provide fuel for the School Board of Marion County and the City of Ocala. The contractor must efficiently provide fuel to meet the requirements of the Stakeholders.

Bidder/Contractor must meet the following requirements:

- Fuel will be available to all delivery points as requested by the Stakeholders. Exhibit "A" and Exhibit "B" details the current locations. The Stakeholders could have additional facilities in the future which would be required to be serviced by contract.
- Fuel costs will be determined using the daily OPIS Contract Price Report based upon the daily average net price at 10:00a.m. EST or the OPIS Daily Gross SME Biodiesel Tax Adjusted

Market Index for Biodiesel fuels from the closest terminal used to service the facilities. Price is more particularly detailed in Section 1.09.

- Markups will be established for each type of fuel based on the minimum delivery requirements as detailed in Section 1.08. Markup for fuel shall be based on a price per gallon basis.
- Fuel costs shall exclude any taxes and/or fees that the Stakeholders are exempt from paying. All fuel costs will include the OPIS averages, the contractor's markup, all applicable taxes and associated fees allowed.
- The invoice price shall reflect the actual date of delivery.
- Right to inspect fuel – Random samples

1.03 **Fuel Sites and Accessibility**: All tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify the Stakeholders of all situations that may be deemed unsafe. A Contractor may refuse to deliver Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if a Contractor attempts to deliver Fuel and the Fuel site is deemed unsafe. The Stakeholders shall be responsible for having proper equipment installed. The Stakeholders shall work with Contractor making a delivery to assure the Contractor has proper accessibility to all tanks being fueled. Customer may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery. The charges are detailed in Section 1.11.

1.04 **Delivery of Fuel**: Fuel is to be delivered to the Stakeholders tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Stakeholders. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Stakeholders and the Contractor. The Stakeholders prefer that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Stakeholders. If temperature corrected billing is used, the loading report shall give all pertinent information. The Stakeholders may be subject to a service charge if request is for same day delivery. This charge is described in 1.11.

Before unloading of fuel begins, Stakeholders personnel and contractor personnel shall measure the tank(s) to receive Fuel and shall again measure the tank(s) after delivery. The Stakeholders may be subject to a backhaul charge if the Stakeholders order more fuel than the tank(s) can hold upon delivery and a portion of the fuel ordered has to be returned. This charge is described in 1.11.

Scheduled delivery service is for delivery of fuel by the contractor to the Stakeholders tank(s) under the time frame as agreed by the Contractor and the Stakeholders. Contractor will be responsible for managing fuel product levels in Stakeholders tank(s) to ensure proper levels of fuel are maintained.

- 1.05 **Fault and Responsibility:** Awarded vendor will be responsible for all direct costs incurred to correct a problem. Problems may include, but not limited to, incorrect pricing, fuel spills, delivering wrong fuel to Stakeholders by contractor, cross-fueling by contractor at Stakeholder facilities, etc.
- 1.06 **Measurements:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements.
- 1.07 **Fuel Terminals:** Price will be determined using the OPIS price for the Tampa terminal, on the delivery date by the Stakeholders, regardless of when or where the contractor actually obtained fuel.
- 1.08 **Minimum Delivery:** For contractors that utilize their own transports to make delivery, the minimum delivery on this Contract shall be 8,000 gallons for a Transport Delivery of gasoline; 7,200 gallons for a Transport Delivery for diesel; and 7,200 gallons for a combination load Transport Delivery of gasoline and diesel.

Exception Tank Wagons: An exception will be gasoline deliveries to Liberty Middle Compound and diesel generators for the School District due to the tank size.

If Contractor uses a common carrier to make delivery, the minimum delivery on this Contract shall be determined by the common carrier's minimum delivery schedule.

- Transport Delivery- For orders less than 8,000 gallons for gasoline, 7,200 gallons for diesel, 7,200 gallons for Biodiesel, or 7,200 for a combination load of gasoline and diesel, a per gallon freight charge may be added to the invoice as a separate item, in addition to the amount of Fuel delivered. The freight charge will apply to the difference in gallons, between the minimum gallons listed and the gallons actually delivered.

- Tank Wagon Delivery to Liberty Middle Compound and District Diesel Generators – For gasoline orders to the Liberty Middle Compound and District diesel generators, the School District reserves the right to award these to an alternate vendor due to the tank size. Typical deliveries to these locations range between 300 and 400 gallons to Liberty Middle Compound and 120 to 1400 gallons to District diesel generators.

- 1.09 **Prices:** Prices shall be submitted on invoices as follows:
- For gasoline and diesel: Prices will be calculated using the OPIS Daily average net price as determined by the Tampa Terminal, regardless of where the awarded vendor actually obtained fuel.
 - For Biodiesel, the OPIS Gross SME Biodiesel Tax Adjusted Daily Market Index will be used.
 - Contractor's Markup as determined by the Bid Offer in which delivery of fuel is made.
 - All applicable fuel taxes and/or petroleum associated fees.
 - All applicable delivery and/or service charges as bid.

The Stakeholders and the contractor agree the contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the contract. The contractor agrees the price charged to the Stakeholder shall be subject to audit, and the contractor shall make any and all records supporting the invoiced prices available for inspection, upon written request by the Stakeholder.

1.10 **Markup:** The Markup shall be noted on the Bid Sheet as follows:

- Discount Markup- a Discount Markup shall be noted as a negative number, using either a minus sign -.xx or enclosed within parentheses (.xx). i.e. -.01 or (.01).
- Markup- All other prices will be construed as a positive number for the Markup.

The Markup or Discount Markup may include the contractor's profit and any other costs the contractor wishes to include. **Prices shall be per gallon for the Markup or Discount Markup.**

1.11 **Allowable Charges:** The Contractor may assess the following charges on the invoice if requested in the Bid offer.

- Delivery charge as allowed and described in Section 1.09.
- Freight charges will apply on all transport deliveries as defined in Section 1.08 or to the actual gallons delivered. Contractors who own their own transports must provide established freight rates with their Bid submittal. These rates must be based on the average of at least the past 12 months, with suitable documentation for the Stakeholders evaluation. If a contractor does not have an established freight rate, then the freight rate charged must be comparable to that charged by a common carrier. The Stakeholders reserves the right to modify freight rate provisions, if modifications are deemed to be in the best interests of the Stakeholders.
- Bank charges as stated on the Contractor's Bid offer for all purchases using a purchasing card program if established by the Stakeholders. This charge will be a percentage of the total invoice.
- Same day delivery charge, if any, stated on the Contractor's Bid offer.
- Pump off charge for transport delivery, if any, as stated on the Contractor's Bid offer. May be charged more than once if transport delivery truck is required to relocate to deliver to additional tanks.
- Excessive delay/demurrage charge, as stated on the Contractor's Bid offer, if contractor has to wait more than 30 minutes to begin fuel delivery.
- Back haul charge, as stated on the Contractor's Bid offer, if the Stakeholders orders more than storage tanks can hold.

1.12 **Invoicing and Payment:** The contractor agrees to be paid upon submission of properly certified invoices to the Stakeholders for fuel purchased as defined in Section 1.09 of this solicitation document. Invoices shall be submitted to the Stakeholders for each delivery made. The contractor shall submit invoices for fuel in sufficient detail for a proper pre-audit and post-audit thereof, pursuant to Section 287.058 of the Florida Statutes. The Stakeholders agree that payments to the contractor will be made in accordance with Section 215.422 of the Florida Statutes, and Chapter 55 of the Florida Statutes.

- 1.13 **Maintenance**: The Stakeholders shall maintain all tanks and dispensing equipment associated with their facility in good working order for the duration of the Contract.
- 1.14 **Taxes**: Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the Stakeholders are exempt.

The Stakeholders are exempt from Federal excise tax and is exempt from all other taxes except for:

On Gasoline:

FL State Tax
Marion County Tax
Environmental
FL Inspection Fee
LUST Tax

On Diesel:

FL. State Tax
Marion County Tax
Environmental
LUST Tax

On Biodiesel:

FL State Tax
Marion County Tax
Environmental
LUST Tax

Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (800) 352-3671

- 1.15 **Availability of Product**: If there are fuel restrictions, shortages and/or allocations placed on suppliers of fuel product by either terminal, suppliers and/or the governments (local and/or federal) for any reason, then at the Stakeholders discretion, price may be adjusted as determined by the Stakeholders. Contractors will have to provide adequate proof of the situation to have the price adjusted. The time period for these adjustments will be determined by the Stakeholders based on the situation. If governmental allocations are declared, then contractors are to deliver fuel to the Stakeholders at the same percentage as allocated.

During declared emergencies or natural disasters, the Stakeholders must be given delivery priority as a first responder. School Board buses are used for transportation and evacuation of Marion County residents, and the Ocala Police Department and other City of Ocala municipal services must be able to continue operations. The School Board also has multiple facilities located throughout the District designated as emergency shelters that utilize diesel generators.

- 1.16 **OPIS Contract Price Report**: The contractor may subscribe to the OPIS Contract Report at OPIS website at: <http://www.opisnet.com> or by calling 1-888-301-2645.
- 1.17 **Fuel Permits**: The Stakeholders will be responsible for all facility required permits pertaining to fuel storage and handling in accordance with all local, state, and federal laws.
- 1.18 **Schedule and Damages**: The contractor agrees to pay any and all actual damages in the event of a default by contractor due to late completion of services. Delivery availability times can be found on Exhibit "A" and "B" found on pages 43 and 44. The contractor shall reimburse the Stakeholders for any and all re-procurement costs incurred by the Stakeholders due to contractor's failure to deliver, as well as any and all out-of-pocket expenses the Stakeholders directly or indirectly incurs related to the late delivery and/or completion of the services. The

Stakeholders reserves the right, in addition to the imposition of actual damages, to cancel the contract by providing thirty (30) days written notice to the contractor.

1.19 **Specifications:** The Contractor will provide gasoline and diesel per the following specifications:

Gasoline:

- **Unleaded, 87 Octane**

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws. To be delivered as ordered via transport truck in full loads, minimum delivery 8,000 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

E-10 (10% ethanol) IS acceptable for school board deliveries.

Diesel:

- **Diesel Fuel, Grade No. 2-D S15 Ultra Low Sulfur Fuel**

Diesel fuel, grade no. 2-D S15, ultra-low sulfur fuel (.0015 mass% sulfur, 40 centane min.), for use in over-the-road diesel engine, per A.S.T.M. specification D975- 10c, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Fuel Oil:

- **Ultra Low Sulfur Fuel Diesel Fuel, Red Dye, Grade No. 2-D** for use in off the road diesel engine, per A.S.T.M. specification D975, Grade #2 S15 complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. It shall have a minimum cetane number of 40 using ASTM D613. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

Alternative Fuels:

Biodiesel

- **Biodiesel Blend Fuel, B5 blend** (5 percent biodiesel and 95 percent petroleum diesel), for use in over-the-road diesel engine, meeting the A.S.T.M. specification D6751 for pure biodiesel shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D, Ultra-Low sulfur petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

“Exhibit A”

Marion County School Board Fuel Depot Locations

Delivery Locations	Type of Fuel	Tank Size(s)	Delivery Times
<u>Main Compound</u> 5470 Gainesville Road Ocala, FL 34475	<u>Unleaded Gasoline</u> Ultra Low Sulfur Diesel #2	6,000 gallons 20,000 gallons	5:00am to 11:00pm
<u>Dunnellon Compound</u> 10055 SW 80 th Ave Road Dunnellon, FL 34432	<u>Unleaded Gasoline</u> Ultra Low Sulfur Diesel #2 (Two tanks)	2,000 gallons 8,000 gallons 8,000 gallons	9:00am to 2:00pm
<u>Maintenance Compound</u> 1105 SE 7 th Road Ocala, FL 34474	<u>Unleaded Gasoline</u> Ultra Low Sulfur Diesel #2	10,000 gallons 2,000 gallons	9:00am to 1:00pm
<u>North Marion Compound</u> 3881 NW 155 th Street Reddick, FL 32686	<u>Unleaded Gasoline</u> Ultra Low Sulfur Diesel #2	2,000 gallons 10,000 gallons	5:00am to 4:00pm
<u>Lake Weir Compound</u> 10220 SE Sunset Harbor Summerfield, FL 34491	Ultra Low Sulfur Diesel #2	12,000 gallons	5:00am to 4:00pm
<u>Liberty Middle Compound</u> 4773 SW 95 th Street Ocala, FL 34476	<u>Unleaded Gasoline</u> Ultra Low Sulfur Diesel #2	10,000 gallons 12,000 gallons	5:00am to 5:00pm

Marion County School Board Diesel Generator Locations

<u>Bellevue High School</u> 10400 SE 36th Avenue Bellevue, Florida 34420	#2-D Ultra low sulfur diesel, dyed	500-gallon generator 1,025-gallon generator	As needed. Call schools for times.
<u>Bellevue Middle School</u> 10500 SE 36th Ave Bellevue, Florida 34420	#2-D Ultra low sulfur diesel, dyed	500-gallon generator 1,028-gallon generator	As needed. Call schools for times.
<u>Ft. McCoy School</u> 16160 NE Highway 315 Fort McCoy, Florida 32134	#2-D Ultra low sulfur diesel, dyed	250-gallon generator 113-gallon generator	As needed. Call schools for times.
<u>Hammett Bowen Elem</u> 4397 SW 95th Street Ocala, Florida 34476	#2-D Ultra low sulfur diesel, dyed	750-gallon generator	As needed. Call schools for times.
<u>Horizon Academy</u> 365 Marion Oaks Drive Ocala, Florida 34473	#2-D Ultra low sulfur diesel, dyed	250-gallon generator	As needed. Call schools for times.
<u>Liberty Middle School</u> 4773 SW 95th St Ocala, Florida 34476	#2-D Ultra low sulfur diesel, dyed	13,800-gallon generator	As needed. Call schools for times.
<u>Lake Weir High School</u> 10351 SE Maricamp Road Ocala, Florida 34491	#2-D Ultra low sulfur diesel, dyed	1,500-gallon generator	As needed. Call schools for times.
<u>Maplewood Elementary School</u> 4751 SE 24 th St. Ocala, Florida 34471	#2-D Ultra low sulfur diesel, dyed	200-gallon generator	As needed. Call schools for times.
<u>North Marion High School</u> 151 W. Hwy 329 Citra, Florida 32113	#2-D Ultra low sulfur diesel, dyed	1,025-gallon generator	As needed. Call schools for times.
<u>North Marion Middle</u> 2085 NW Hwy 329 Citra, Florida 32113	#2-D Ultra low sulfur diesel, dyed	150-gallon generator 1,300-gallon generator	As needed. Call schools for times.
<u>Technical Services</u> 1101 SW 7 th Rd. Ocala, Florida 34471	#2-D Ultra low sulfur diesel, dyed	3 250-gallon generators 1 150-gallon generator	As needed. Call schools for times.
<u>Northwest Transportation</u> 5470 NW Gainesville Rd. Ocala, Florida 34475	#2-D Ultra low sulfur diesel, dyed	625-gallon generator	As needed. Call schools for times.
<u>Vanguard High School</u> 7 NW 28th Street Ocala, Florida 34475	#2-D Ultra low sulfur diesel, dyed	765-gallon generator	As needed. Call schools for times.

The School Board of Marion County, Florida Estimated Annual Quantities

Gasoline	98,400	Gallons
Diesel	660,000	Gallons
Red Dye Diesel	0-6,000	Gallons
Gasoline to Liberty Middle	4,800	Gallons

“Exhibit B”
City of Ocala Fuel Depot Locations

Delivery Locations	Type of Fuel	Tank Size(s)	Delivery Times
City Complex Fuel Island, 2100 NE 30 th Avenue Ocala, FL 34470	Ultra Low Sulfur Diesel #2	8,000 Gallons 12,000 Gallons 18,000 Gallons	8:00 A.M. – 2:30 P.M. Monday - Friday
City Complex Fuel Island, 2100 NE 30 th Avenue Ocala, FL 34470	Unleaded Gasoline 87 Octane	8,000 Gallons 6,000 Gallons 14,000 Gallons	8:00 A.M. – 2:30 P.M. Monday - Friday
Fire Station #6 5220 SW 50th Ct, Ocala, FL 34474	Ultra-Low Sulfur Diesel #2	10,000 Gallon Flameshield Split tank	8:00AM to 2:30 PM Monday – Friday
Fire Station #6 5220 SW 50th Ct, Ocala, FL 34474	Unleaded Gasoline 87 Octane	turnkey fuel system (Above Ground)	8:00AM to 2:30 PM Monday – Friday

City of Ocala Estimated Annual Quantities

Gasoline	303,579.10	Gallons
Diesel	493,618.80	Gallons

Estimated Usage per year for Fire Station #6

Gasoline	30,000	Gallons
Diesel	6,500	Gallons

Exhibit B - Bid Tabulation

FLT/230544

SCHOOL BOARD OF MARION COUNTY FLORIDA, "AN EQUAL OPPORTUNITY SCHOOL DISTRICT"										
Bid Tabulation Posted: 4/21/23										
BID #3980GM										
Bid Title: Gasoline, Diesel, and Biodiesel, Joint Entity Term Contract ~ Term: May 30, 2023 to June 30, 2024										
Date & Time Due: Wednesday, April 12, 2023 @ 2:00 PM										
Board Date: May 9, 2023										
Budgeted Department: Transportation and Technical Services										
Estimated Budgeted Resources \$ 4,500,000										
		Secondary Awardee for Red Dye Diesel	Primary Awardee for Red Dye Diesel	Secondary Awardee for Gas and Diesel		Awarded Biodiesel		Primary Awardee for Gas and Diesel		
	Vendors	Clardy Oil Company, Ocala, FL	Colonial Oil Industries, Inc, Savannah, GA	Indigo Energy Partners, LLC, Gainesville, GA		Mansfield Oil Company of Gainesville, Inc., Gainesville, GA		Petroleum Traders Corporation, Fort Wayne, IN		
	Vendor ID	CLARDY_O001	NEW	INDIGO_E000		MANSFIEL000		PETROLEU002		
	Drug Free Workplace	Y	Y	Y		Y		Y		
	Certificate of Liability	N	Y	Y		Y		N		
	Common Carrier Waiver	N	Y	Y		Y		Y		
	Certification Regarding Debarment	Y	Y	Y		Y		Y		
	Preference Document / %	Florida	Georgia / Reciprocal 5%	Georgia / No Preference 5%		Georgia / No Preference (Automatic 5%)		Indiana / 1%		
	Redacted Copy Provided	N	N	Y		N		N		
	Qualification Statement	Y	Y	Y		Y		Y		
	W-9	Y	Y	Y		Y		Y		
Type of Fuel										
#	Description	Unit Price	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment
1	Gasoline, Unleaded, 87 Octane	NO BID	0.157000	0.1648500	NO BID		-\$0.0033	-\$0.00314	-\$0.0682	-\$0.06752
2	Gasoline, Unleaded, 87 Octane, E-10	\$0.049000	-0.028000	-0.0266000	-0.0350	-0.0332500	-\$0.0374	-\$0.03553	-\$0.0582	-\$0.05762
3	Diesel Fuel, Grade 2D, Ultra Low Sulfur	\$0.049000	-0.043000	-0.0408500	-0.0300	-0.0285000	-\$0.0098	-\$0.00931	-\$0.0452	-\$0.04475
4	Biodiesel Blend Fuel, B5	NO BID	NO BID		NO BID		-\$0.0098	-\$0.00931	NO BID	
5	Gasoline, Unleaded, 87 Octane, E-10, Delivered to Liberty Middle School (500 gal tank)	ALL BIDS REJECTED								
6	Ultra Low Sulfur Diesel Fuel, Red Dye, Grade No. 2-D, Delivered to Diesel Generator Sites	\$0.990000	\$0.862000	\$0.90510	NO BID		NO BID		NO BID	
Allowable Fees										
#	Description	Unit Price	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment	Unit Price	Preference Adjustment
7	Freight Charges: Gasoline, per gallon	\$0.06312	\$0.1111	\$0.116655	\$0.0760	\$0.079800	\$0.0846	\$0.08883	\$0.0772	\$0.077972
8	Freight Charges: Diesel, per gallon	\$0.07138	\$0.1149	\$0.120645	\$0.0858	\$0.090090	\$0.0893	\$0.09377	\$0.0893	\$0.090193
9	Freight Charges: Bio-Diesel, per gallon	NO BID	NO BID		NO BID		\$0.0893	\$0.09377	NO BID	
10	Bank Card Charge/ P-Card Charge, % upcharge	NO BID	3%		4%		3.5%		NO BID	
11	Same Day Delivery Charge, per delivery	\$100.00	\$350.00		\$75.00		\$100.00		\$100.00	
12	Pump Off Charge, per delivery	\$50.00	\$70.00		\$65.00		\$50.00		\$60.00	
13	Multiple Stop Delivery, per stop	\$50.00	\$50.00		\$65.00		\$50.00		\$50.00	
14	Demurrage/ Excessive Delay Charge, per delivery	\$80.00	\$95/Hr		\$100/Hr		\$75/Per hour		\$100/ per hour	
15	Back Haul Charge, per daily deliveries	\$250.00	\$350.00		\$250.00		\$200.00		\$450.00	
16	Less than Transport Load Charge, per gallon	\$0.075	\$0.1111		\$0.0810		\$0.0893		\$0.0800	

SCHOOL BOARD OF MARION COUNTY FLORIDA, "AN EQUAL OPPORTUNITY SCHOOL DISTRICT"										
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		Secondary Awardee for Red Dye Diesel	Primary Awardee for Red Dye Diesel	Secondary Awardee for Gas and Diesel		Awarded Biodiesel		Primary Awardee for Gas and Diesel		
	Vendors	Clardy Oil Company, Ocala, FL	Colonial Oil Industries, Inc, Savannah, GA	Indigo Energy Partners, LLC, Gainesville, GA		Mansfield Oil Company of Gainesville, Inc., Gainesville, GA		Petroleum Traders Corporation, Fort Wayne, IN		
Bulk Fuel										
	Gasoline Markup Plus Freight		\$0.268100	\$0.281505			\$0.081300	\$0.085695	\$0.009000	\$0.010454
	Gasoline (E-10) Markup Plus Freight	\$0.112120	\$0.083100	\$0.090055	\$0.041000	\$0.046550	\$0.047200	\$0.053300	\$0.019000	\$0.020354
	Diesel Markup Plus Freight	\$0.120380	\$0.071900	\$0.079795	\$0.055800	\$0.061590	\$0.079500	\$0.084455	\$0.044100	\$0.045445
	Biodiesel Markup Plus Freight	NO BID	NO BID		NO BID		\$0.079500	\$0.084455	NO BID	
Red Dye Diesel										
	Red Dye Diesel Markup Plus Freight	\$1.0614	\$0.9769	\$1.0257	NO BID		NO BID		NO BID	
Calculation for Estimated Quantities in Bid for MCPS										
	gasoline - 98,400g	\$11,032.61	\$8,177.04	\$8,861.41	\$4,034.40	\$4,580.52	\$4,644.48	\$5,244.72	\$1,869.60	\$2,002.83
	diesel - 660,000g	\$79,450.80	\$47,454.00	\$52,664.70	\$36,828.00	\$40,649.40	\$52,470.00	\$55,740.30	\$29,106.00	\$29,993.70
	TOTAL	\$90,483.41	\$55,631.04	\$61,526.11	\$40,862.40	\$45,229.92	\$57,114.48	\$60,985.02	\$30,975.60	\$31,996.53
Calculation for Estimated Quantities in Bid for City of Ocala										
	Gasoline - 330,579.10g	\$37,064.53	\$27,471.12	\$29,770.30	\$13,553.74	\$15,388.46	\$15,603.33	\$17,619.87	\$6,281.00	\$6,728.61
	Diesel - 500,118.8g	\$60,204.30	\$35,958.54	\$39,906.98	\$27,906.63	\$30,802.32	\$39,759.44	\$42,237.53	\$22,055.24	\$22,727.90
	TOTAL	\$97,268.83	\$63,429.66	\$69,677.28	\$41,460.37	\$46,190.77	\$55,362.78	\$59,857.40	\$28,336.24	\$29,456.51
	Grand Total for Bulk Fuel to Both City of Ocala and The School Board of Marion County, Florida	\$187,752.24	\$119,060.70	\$131,203.39	\$82,322.77	\$91,420.69	\$112,477.26	\$120,842.42	\$59,311.84	\$61,453.04

Exhibit C

General Conditions, Instructions and Information for Bidders

Sealed Bids: One copy of the executed Invitation to Bid page and Proposal Form page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein (all General Conditions on the attached bid documents and any addenda issued thereto). Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in ink or typewritten if submitted as a manual document. If the bid is hosted by a third-party company, all bid forms must be completed electronically. Corrections must be initialed by the person signing the bid. Any corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids may not be considered. Clarification of bids submitted shall be in letter form, signed by the bidders and attached to the bid.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total (if applicable). Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for a payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
4. **TAXES:** All Stakeholders are exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-801262222C-6, and the City of Ocala 59-6000392 appears on each purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School Board-owned real property as defined in §192, Fla. Stat. (2022).
5. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. School Board is not responsible for Bidder's failure to obtain complete bidding documents. School Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda.
6. **TERM:** Bidder warrants by virtue of bidding that price(s) shall remain firm for a period of (1) year from the date of Board Approval or time stated in special conditions.
7. **USE OF OTHER CONTRACTS:** Stakeholders reserve the right to utilize any other State of Florida contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or Fla. Admin. Code R. 6A-1.012 in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. Stakeholders also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
8. **FLORIDA PREFERENCE:** Pursuant to §287.084, Fla. Stat. (2022), and subject to applicable federal law, the School Board shall make appropriate adjustments to pricing of responses when proposals have been submitted by bidders having a principal place of business outside the State of Florida. This Florida Statute applies to purchases of personal property. **If applicable to this bid, the details for Florida Preference will be indicated under special conditions.**
9. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
10. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL-listed; or have passed the re-examination testing, where such has been established by UL for the items offered and furnished.
11. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in the space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
12. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Stakeholder's intent to rule out other competition; therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The School Board shall be the sole judge concerning the merits of the bids submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other- than-specified items offered require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
13. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such

repairs and/or replacements immediately upon receiving notice from the School Board.

14. **PRODUCT TESTING:** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Stakeholders.
15. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Stakeholders will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the materials and/or services supplied to the Stakeholders are found to be defective or do not conform to specifications, the Stakeholders reserve the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
16. **FACILITIES:** School Board reserves the right to inspect the Awarded Bidder's facilities at any time with prior notice. School Board may use the information obtained from this inspection in determining whether a Bidder is a responsible Bidder.
17. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Stakeholders may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
18. **COPYRIGHTS OR PATENT RIGHTS:** The Awarded Proposer, without exception, shall indemnify and save harmless Stakeholders and their employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by the Stakeholders, or copyright, it is mutually understood and agreed without exception that the bid prices include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by Stakeholders, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Proposer shall defend, indemnify and hold the Stakeholders and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by Proposer of any third-party trade secret in connection with any of the foregoing. Proposer will indemnify and hold harmless the Stakeholders from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the Stakeholders. If Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it

is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Proposers awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

19. **MANUFACTURER'S CERTIFICATION:** The School Board reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
20. **OCCUPATIONAL HEALTH AND SAFETY:** A Safety Data Sheet (SDS) must be submitted with the bid submittal for all hazardous materials and chemicals or at the request of the School Board. Failure to submit the required SDS may be cause for rejection of the bid submittal. The SDS shall also be provided with the initial shipment and shall be revised on a timely basis as appropriate. The SDS must include the following information:
 - A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosion and reactivity.
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions, which are generally recognized as being aggravated by exposure to the toxic substance.
 3. The primary routes of entry and symptoms of overexposure.
 - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substance; including appropriate emergency treatment in case of overexposure.
 - D. The emergency procedure for spills, fire, disposal, and first aid.
 - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014. Telephone: 1-800-367-4378.

21. **OSHA:** The bidder warrants that the product/services supplied to the Stakeholders shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended; and failure to comply with this condition will be considered as a breach of contract.
22. **CONSUMER PRODUCT SAFETY COMMISSION COMPLIANCE:** Any products supplied by a Bidder(s) under this solicitation will comply with the provisions of the Consumer Product Safety Improvement Act (CPSIA) of 2008. (Public Law 110-314) CPSIA regulates furniture products that include any lead-containing paint; or any products intended primarily for children 12 years of age or younger with lead in any component or in the products themselves; and certain products, such as toys or child care articles containing phthalates (esters mainly found in plastics). Any product supplied that falls under CPSIA definitions must have a manufacturer-furnished

“Certificate of Conformity” with each shipment of covered products. The specific rule covering certificates can be found at: <https://www.cpsc.gov/Business--Manufacturing/Testing-Certification/General-Certificate-of-Conformity-GCC>

23. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246; as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race (including anti-Semitism), ethnicity, color, national origin, sex, sexual orientation, disability (including HIV, AIDS, or sickle cell trait), pregnancy, religion, marital status, age (except as authorized by law), military status, ancestry, or genetic information, which are classes protected by State and/or Federal law.
24. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results as a part of any commercial advertising without prior approval of the Stakeholders.
25. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of §112, Fla. Stat. (2022). All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Stakeholders. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
26. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Stakeholder's respective Boards shall be final and binding on both parties.
27. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to the policies of the Stakeholders, pursuant to the following, with respect to any criminal arrests and convictions; and is on notice thereto that any employees involved in any §435, Fla. Stat. (2022) offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of Stakeholders. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
28. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder, when said offer is accepted by approval by the Stakeholders Respective Boards. In case of a default on the part of the bidder after such acceptance, the Stakeholders may take such action, as it deems appropriate including legal action for damages or specific performance.
29. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Stakeholder property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full-duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the Stakeholders incurred by bidder, bidder's employees, licenses of the bidder or agent, or any person the bidder has designated in completion of his or her contract as a result of his or her bid. Further, bidder shall be liable for all activities of bidder throughout the execution of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars (\$1,000,000) and the bidder recognizes that, and covenants that he or she has received consideration for indemnification provided herein.

Bidder must have all Licenses, Certifications and Registrations required when performing the services described herein, in order for proposal

to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this proposal shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; by the City of Ocala, or by Marion County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

An Awarded Bidder who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the Stakeholders within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awarded Bidder of its responsibilities under this ITB

30. **SPECIFICATIONS:** Any omissions of detailed specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
31. **BID BONDS AND PERFORMANCE BONDS:** A 5% Bid Bond, when required, shall be submitted with the bid. Bid Bonds will be returned to unsuccessful bidders. After awarding the contract, the School Board will notify the successful bidder to submit a 100% Performance Bond from a surety company registered in the State of Florida with a financial rating of A or better. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder. **If a bond is required, the details for the bond will be indicated under special conditions.**
32. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
33. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
34. **ADDENDA TO RFP AND/OR BID:** If any addenda are issued, they will be placed on the website for viewing and downloading. It is the responsibility of each bidder to visit the website to determine if any addenda have been submitted respective of the bidding documents. Reference to the Bid Number will be made with the number of the addendum adjacent. Each bidder or proposer is responsible for determining whether addenda have been issued and must acknowledge receipt when submitting bids or proposals.
35. **FORCE MAJEURE:** Notwithstanding anything herein to the contrary, the Contractor shall not be deemed in violation of this Agreement if he or she is prevented from performing any of the obligations hereunder for any reason beyond their reasonable control; including, without limitation: Acts of God; acts of war; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; lockouts; fire; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States; unavoidable casualties or action or promulgation of any statute, rule, regulation or order by any federal, state or local governmental or judicial agency or official (including the revocation or refusal to grant licenses or permits, where such revocation or refusal is not directly caused by the Contractor); or any other event constituting Force Majeure under this Agreement.
36. **EMERGENCY / STORM-RELATED CATASTROPHE:** Due to acts of God, acts of terrorism or war, any contractors working with the School Board shall acknowledge and agree to the following terms

and conditions. This will allow the School Board to obtain Federal funding, if available:

FAMILIARITY WITH LAWS

The bidder is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him or her from any responsibility or liability arising from the award. The awarded contractor assures and certifies that he or she will comply with:

- A. U.S. EPA Asbestos Containing Materials in Schools
 - B. Contract Work Hours and Safety Standards Act of 1962
 - C. Federal Fair Labor Standards Act
 - D. Title VI of the Civil Rights Act of 1964
 - E. Age Discrimination Act of 1975
 - F. Executive Order 11246 as amended by Executive Orders 11375 and 12086 related to discrimination
 - G. Americans with Disabilities Act
 - H. Anti-Kickback Act of 1986, 41 U.S.C. Section 51
 - I. The Hatch Act, 18 U.S.C. 594, 598, 600-605
 - J. Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6
 - K. Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex
 - L. Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94
 - M. Public Health Service Act of 1912, 42 U.S.C. 290 dd-3 and 290 ee-3
 - N. Lead-Based Paint Poison Prevention Act
 - O. Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.
 - P. Clean Air Act of 1955, 42 U.S.C. 7401-7642
 - Q. Clean Water Act of 1977
 - R. Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e)
 - S. Records Retention, 34 C.F.R.
37. **PRESS RELEASES AND PUBLICITY:** The bidder shall make no announcements or news releases pertaining to his or her participation in this bid or the award of this contract, including his or her representatives or agents, without authorization from the Purchasing Department.
38. **PURCHASES BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.
39. **CHARTER SCHOOLS:** Items or Services awarded under this Agreement must be made available to Charter Schools approved by the School Board. School Board is not responsible or liable for purchases that may be made by Charter Schools.
40. **SOURCE OF DOCUMENTS:** Unless otherwise indicated in the bidding document, any solicitation downloaded from sources other than the School Board Purchasing Department website may not be the official and final version; and may result in the rejection of a quote/submittal/bid/proposal if not based upon an accurate rendition of the solicitation.

41. **CONTACTING SCHOOL BOARD STAFF:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, any employee or officer of the Stakeholders concerning any aspect of this solicitation, except in writing to the Purchasing Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
42. **AWARDS:** In the best interest of the Stakeholders, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to not accept any item or group of items unless qualified by bidder; and/or to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted **"Bid Is For Specified Quantity Only."** All awards made as a result of this bid shall conform to applicable Florida Statutes.
43. **AUDITS, RECORDS, AND RECORDS RETENTION:** The Stakeholders or its representative reserves the right to inspect and/or audit all the bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the Stakeholders 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 Stakeholders and the bidder.
- A. To retain all vendor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract; or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 - B. Upon completion or termination of the contract and at the request of the Stakeholders, the vendor will cooperate with the Stakeholders to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
 - C. Any company providing services to Stakeholders specifically acknowledges its obligation to comply with State of Florida's public records laws that require company to keep and maintain public records that Stakeholders would ordinarily and necessarily require in order to perform the contracted service; upon request from the Stakeholder's custodian of public records, provide the Stakeholders 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 by law; ensure that exempt and/or confidential public records are not disclosed; comply with all requirements for retaining public records; upon completion of the contract, transfer, at no cost, to the Stakeholders all public records in possession of the vendor or keep and maintain public records required by the Stakeholder to perform the service. If the vendor transfers all public records to the Stakeholder upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Stakeholder, upon request from the Stakeholder's custodian of

public records, in a format that is compatible with the information systems of the Stakeholders. Section 119.0701, Fla. Stat. (2022)."

- D. Persons duly authorized by the Stakeholders and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- E. To include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.

44. **FEDERAL GRANTS TERMS AND CONDITIONS:** For any solicitation that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the solicitation and resulting award and the bidder accepts and acknowledges that it is and will continue to remain in compliance with said terms and conditions for the term of the award.

- A. **Equal Employment Opportunity** The CONTRACTOR agrees to comply with the provisions of the Civil Rights Act of 1991 (Pub. L. 102-155); the Civil Rights Act of 1964, (Pub. L. 88-352) (Title VII), as amended; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; Section 1000.05, Fla. Stats. (2022); the Pregnancy Discrimination Act of 1978; and the Family Medical Leave Act of 1993. CONTRACTOR further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age, or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." CONTRACTOR shall in accordance with Section 202 of Executive Order No. 11246 of September 24, 1965, post copies of required notices in conspicuous places available to employees and applicants for employment. CONTRACTOR shall comply with all rules, regulations and relevant orders of the Secretary of Labor.

- B. **Davis-Bacon Act, As Amended** (40 U.S.C. 276A TO A-7) CONTRACTOR, certifies that it is, and will continue for the term of this Agreement, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the CONTRACTOR is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR agrees to pay wages not less than once a week. CONTRACTOR must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. CONTRACTOR acknowledge that the decision to award this Agreement or subcontract is conditioned upon the acceptance of the wage determination which the CONTRACTOR accepts. The CONTRACTOR agrees to report all suspected or reported violations to the Federal awarding agency and to notify SCHOOL BOARD concurrently. CONTRACTOR certifies that it is, and will continue to be, for the term of this Agreement in full

compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (28 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in construction, completion, or repair or public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C. **Copeland "Anti-Kickback" Act** (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- D. **Asbestos and Formaldehyde Statement** All building materials, pressed boards, and furniture supplied to Stakeholders must be 100% asbestos free in accordance with 15 U.S.C. §2641. It is desirous that all building materials, pressed boards and furniture supplied to the Stakeholders also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid, that if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos and formaldehyde free will be supplied.
- E. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) CONTRACTOR, certifies that it is, and will continue for the term of this Agreement, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Clean Air and Water Pollution Acts** If this Agreement involves Federal funds and is over \$150,000, CONTRACTOR must comply with all applicable standards, orders, or regulations of the Clean Air Act, as Amended (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act, (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 50 of the Code of Federal Regulations. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CONTRACTOR shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify Stakeholders concurrently within thirty (30) days of notice of the violation.
- G. **Debarment and Suspension** Contractor must certify that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Proposer certifies 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.

- H. **Byrd Anti-Lobbying Amendment:** If this Agreement is in excess of \$100,000, CONTRACTOR shall comply with all applicable standards, orders, or regulations including, but not limited to:
- Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR. Part 3018); and
 - Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).
- I. **Records Retention:** (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.
- J. **Access to Records** (2 CFR Part 200.336): Contractors and subcontractors must give access to the Stakeholders, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific RFP for the purpose of making audit, examination, excerpts and transcripts.
- K. **Rights to Inventions Made Under a Contract or Agreement** (2 CFR Part 200.326 (F)): The recipient or sub recipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization.
- L. **Procurement of Recovered Materials** (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. **Domestic Preferences for Procurements** (2 CFR §200.322):
- As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to

iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- B. For purposes of this section:
- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- N. **Compliance with State and Federal Regulations** By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state, and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Bidders awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 50 USC Chapter.
- During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Stakeholders, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board makes final payment.
- O. **Child Nutrition** For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:
- Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
 - All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.
 - Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.
 - Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

SPECIAL CONDITIONS

The Stakeholders reserve the right to reject any or all bids or any portion thereof. Stakeholders reserve the right to waive any informality that is in the best interest of the Stakeholders. Stakeholders reserves the right to secure expert advice when determining the best and lowest bid meeting the Stakeholders specifications. The intent of this bid is not to eliminate any vendor, but to establish minimum acceptable requirements.

Questions concerning this bid shall be addressed to:

Mr. Rick Collins, Purchasing Specialist
Purchasing Department
Rick.Collins@Marion.k12.fl.us

Bid Opening Dates are scheduled on Wednesdays at 2:00 PM unless bid states otherwise.

Location of Meeting: Bid opening will be held in the Purchasing Department, 506 SE 3rd Avenue, Ocala, Florida 34471, Wednesday, April 12, 2023 at 2:00PM.

The School Board supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

- A. **SCOPE:** The purpose and intent of this term contract is to secure firm pricing for the delivery of gasoline and diesel fuel for The Stakeholders. Biodiesel is not purchased at this time, but may be purchased at a later date.

Prior to the release of this Invitation to Bid (ITB), a review of State of Florida purchasing agreements and state term contracts available under §287.056, Fla. Stat. (2022) was conducted to determine if their use would be economically advantageous to the District.

- B. **FLORIDA PREFERENCE:** Pursuant to §287.084, Fla. Stat. (2022), and subject to applicable federal law, the Stakeholders shall make appropriate adjustments to pricing of responses when proposals have been submitted by bidders having a principal place of business outside the State of Florida.

A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. THE “BIDDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS” OR SIMILAR FORM IN COMPLIANCE WITH §287.084, FLA. STAT. (2022) MUST BE EXECUTED AND SUBMITTED IN THIS BID PROCESS. SUCH OPINION SHOULD PERMIT SCHOOL BOARD’S RELIANCE ON SUCH ATTORNEY’S OPINION FOR PURPOSES OF COMPLYING

WITH §287.084, FLA. STAT. (2022). FAILURE TO EXECUTE AND SUBMIT THE “BIDDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS” OR SIMILAR FORM IN COMPLIANCE WITH §287.084, FLA. STAT. (2022) DURING THIS BID PROCESS, MAY RESULT IN THE BID BEING CONSIDERED “NON-RESPONSIVE” AND THE BIDDER’S SUBMISSION BEING REJECTED.

C. **BID AND PERFORMANCE BONDS:** Not Required

D. **DELIVERY:** FOB Destination, Freight Prepaid with the exception of applicable freight charges found in the Proposal Form on page 45. Delivery will be to locations listed in Exhibit “A” and Exhibit “B” on Pages 43-44. Future locations may be added based upon Stakeholder requirements.

Successful bidders for the purchase of supplies are responsible for supplying all labor, materials and equipment required for the delivery of items as directed, at the delivery locations. A minimum of twenty-four (24) hours’ advance notification of delivery is required from all freight carriers. All freight charges are to be in accordance with submitted bid pricing found on page 45. Complete documentation of all charges must accompany each invoice for payment. It is further agreed by all bidders signing this bid proposal that title to all items ordered remains with the vendor until received and accepted by the Stakeholders.

E. **PURCHASING CARDS:** The Stakeholders currently utilize Purchasing Cards in some cases to procure materials and services or for payment under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the Stakeholders Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract if already awarded.

F. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the Stakeholder, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him or her in the expeditious handling of damage claims the Stakeholder shall:

1. Record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading.
2. Report damage (visible and/or concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier’s Bill of Lading and damage inspection report.

- G. **PACKING SLIPS/BILL OF LADING:** It will be the responsibility of the awardee(s) to include a Bill of Lading with each shipment. Bill of Lading must reference the Stakeholder's purchase order number/control number. Failure to provide Bill of Lading with shipments will result in refusal of shipment at vendor's expense.
- H. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School Board to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Stakeholders may recommend to School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of two years.
- I. **RIGHT TO INSPECT PLANT:** The Stakeholders may, at reasonable times, inspect the part of the plant or place of business of the bidder(s), awardee(s), contractor(s) or any subcontractor(s) which is related to the performance of any contract awarded or to be awarded by the Stakeholders.
- J. **AWARD:** It is anticipated that this bid will be awarded at the **May 9, 2023** Board meeting.

Methods of Award: In the best interest of the Stakeholders, the Purchasing Department reserves the right to reject any and all bids or to waive any irregularity or minor technicalities in bids received. Furthermore, the Purchasing Department can acquire additional quantities at the prices quoted for this invitation unless additional quantities are not acceptable, in which case, the bid/proposal sheets must be notated by the bidder "Bid is for Specified Quantity Only."

The method of award may be made in any of the following ways:

- A. **"By Item"**- Each item in the bid may be awarded individually to the lowest responsive and responsible bidder.
- B. **"All or None by Group, Section, or Category"**- The bid may be divided into Groups, Sections, or Categories of similar types of items if it would be impractical to split the award to multiple vendors. Each Group, Section or Category may be awarded to the lowest responsive and responsible bidder for all items contained within that Group, Section or Category. Bidders are required to bid all items considered for award of that Group, Section, or Category. After bids are opened and tabulated, the Purchasing Department reserves the right to delete one or more items of the balance of the items contained within that Group, Section, or Category, when doing so represents the best interests of the Stakeholders.
- C. **"All or None"**- Submitted bid, in total.
- D. **"Primary and Secondary Suppliers or Contractors"**- The bid can be awarded to both a Primary and a Secondary supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that one vendor cannot effectively handle the volume of business generated under the contract. In the event the Primary supplier or contractor cannot perform in accordance with the Stakeholders needs, the Stakeholders reserves the right to use the Secondary supplier or contractor at its sole discretion. The Primary and

Secondary suppliers or contractors are defined as the two lowest, responsive and responsible bidders.

Basis of Award: When price and specification compliance are the primary criteria for making the vendor selection, the Purchasing Department will recommend the **lowest** bid price from a responsive and responsible bidder(s) to the Stakeholders. The Stakeholders may apply all or any part of the following criteria to determine if a bidder is responsible:

- A. Stakeholder's past experience with the firm
- B. The capabilities of management and technical staff within the firm
- C. Customer references
- D. Service after the sale
- E. Location of the firm and service facilities and its ability to provide the service or supply to the Stakeholders in a timely manner
- F. Professional credentials

A "**Responsive**" bidder is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid.

A "**Responsible**" bidder is defined as one who is able to satisfactorily perform the work described in the invitation to bid or request for proposal.

The Stakeholders reserves the right to reject any offer or bid if the prices are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the district, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line items and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the marketplace. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Specialist, citing the basis for the determination.

Multiple Award: The Stakeholders reserve the right to award multiple vendors when in the best interests of the Stakeholders.

- K. **TERM OF CONTRACT:** The term of any awarded contract shall be from **May 30, 2023** through **June 30, 2024**, and may be renewable for three (3) additional one-year periods by mutual agreement between the Stakeholders and the awardee(s). If considering renewal, the Stakeholders, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. In addition to any renewal options contained herein, the Stakeholders have the right to extend (up to six months) any award resulting from this bid for the period of time necessary for the Stakeholders to release, award, and implement a replacement agreement for the commodities and/or services provided in this

bid. The awardee agrees to this condition by signing his or her bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of the bid.

- L. **ADJUSTMENTS TO CONTRACT TERMS AND CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE:** The Stakeholders may, in its sole discretion, make an equitable adjustment in the contract term and/or pricing, if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace; that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the vendor's control.
2. The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the Stakeholders. Requests for adjustments will not be considered more than once in a 180-day period.

- M. **REBATES, INCENTIVES, REDUCTIONS:** All forms of price reductions, rebates and incentives, whether negotiated or offered from awarded suppliers, distributors, dealerships or manufacturers will be evidenced and credited against prices established in the award of all bids for commodities or services. Credits for any price reductions will be indicated against final or invoiced price. Incentives and/or rebates shall be credited against invoices and so indicated. Payment in the form of incentive, rebate, or reduction must be made payable to each Stakeholder and clearly identify the bid number and corresponding order or invoice that the incentive, rebate, or reduction was applied. If Federal Funding is used, all goods, services, or monies received as the result of any equipment or government commodity rebates, incentives, or reductions shall be credited to the SFA's nonprofit food service account.

- N. **BIDDERS RESPONSIBILITY:** Before submitting his or her bid, each bidder is required to carefully examine the invitation to bid specification and to completely familiarize oneself with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve him or her of any of the obligations and responsibilities which are a part of this bid.

- O. **MANUFACTURER'S AUTHORIZATION:** The bidder must supply a letter from each manufacturer for any items which he or she is bidding. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the vendor named in the bidding documents. Failure to comply may cause your bid submission to be deemed non-responsive to the terms of this solicitation.

- P. **W-9 Form - Request for Taxpayer Identification Number and Certification:** The bidder must fully complete and submit a W-9 with his or her bid submission, which may be found on the Purchasing Homepage:

<http://www.marionschools.net/cms/lib010/FL01903465/Centricity/Domain/14548/fw9.pdf>

Failure to comply may cause your bid submission to be deemed non-responsive to the terms of this solicitation.

- Q. **SEALED BID REQUIREMENTS:** The "Invitation To Bid" bidder's acknowledgment sheet must be completed, signed, and returned. In addition, the Proposal Pages(s) on which the bidder actually submits a bid must be executed and submitted with this bid. Bids received that fail to comply with these requirements shall not be considered for award.
- R. **CONTRACT:** The submission of a bid constitutes an offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will post the tabulation on its website (See Bid Tabulations, Recommendations & Protest under Special Conditions). Purchase order(s) for any supplies, equipment and/or services will be placed per the term of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and Stakeholders. Unless otherwise stipulated by the City of Ocala in the bid documents, no other contract documents shall be issued or accepted.
- S. **PURCHASE AGREEMENT:** This bid, and the corresponding Purchase Orders, will constitute the complete Agreement. Stakeholders will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any Stakeholder employee for signature or without signature requirement, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed or accepted, said document shall not be binding on the Stakeholders.
- T. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- U. **SUBCONTRACTORS:** No part of this contract shall be subcontracted without the expressed permission of the Purchasing Department. Any request to subcontract must be in writing and accompanied by a copy of the subcontracting company's Marion County License and details of their contract.

The utilization of fuel transport companies will NOT be considered subcontracting.

- V. **HOURS OF OPERATION:** The supplier, vendor, and/or shipper are advised that normal delivery shall occur during normal business hours.

- W. **WARRANTY:** Supplier shall guarantee entire order to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the Stakeholders, any defects or malfunctions noted during the warranty period and shall in addition transfer to the owner any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period. Supplier shall provide the manufacturer's warranty in writing.
- X. **PRODUCT RECALL:** Vendor assumes full responsibility of prompt notification to the purchasing agent of any product recall in accordance with the applicable State and Federal regulations. Vendor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency.
- Y. **CIVIL RIGHTS:** The contractor shall comply with Title VI of the 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.
- Z. **PROHIBITION OF GRATUITIES:** By submission of a bid, bidder certifies that no employee of Stakeholders has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
- AA. **PERFORMANCE REVIEWS:** If Federal funding is used, the Stakeholders have a performance review process including cost, qualities, and vendor service. Evaluating and monitoring are done as part of a quality control program. The vendor report card determined to be less than satisfactory allows the School Board to exercise its right to cancellation of the award.
- BB. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to The School Board of Marion County, Florida, indicating additional stakeholder City of Ocala by certificate of Insurance. The Certificate of Insurance (Acord Form) must be submitted eleven (11) days prior to the Board approval date referenced in this solicitation. Failure to submit the required insurance documentation does not relieve the awarded bidder(s) of the obligation outlined in this section. Original copies of Certificates of Insurance meeting the required provisions specified within this contract/agreement shall be forwarded to:

The School Board of Marion County, Florida
Attn: Purchasing Department
506 SE 3rd Avenue, Ocala, FL 34471

and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days' written notice must be provided to the School Board via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the School Board or by any of its representatives, which indicate less coverage than required, does not constitute a waiver of the bidder's obligation to fulfill the insurance requirements herein.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with § 440, Fla. Stat. (2022) Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

Part One: "Statutory"
Part Two: \$1,000,000 Each Accident
\$1,000,000 Disease-Policy Limit
\$1,000,000 Disease-Each Employee

2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance with a firm licensed in the state of Florida with a financial rating of A- or better. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for commercial general liability insurance.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **COMMON CARRIER INSURANCE WAIVER REQUEST:** Fill out the attachment "Common Carrier Insurance Waiver Request and submit with this bid if you are shipping by common carrier.

OR

BUSINESS AUTOMOBILE LIABILITY: Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance issued by a company licensed in the state of Florida with a financial rating of A- or better. **The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for business automobile liability.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, the Stakeholders will accept hired and non-owned coverage in the amounts listed above. In addition, the Stakeholders will require an affidavit signed by the contractor indicating the following:

{Company Name} does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, {Company Name} agrees to purchase "Any Auto" coverage as of the date of acquisition.

4. **POLLUTION LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Pollution Liability Insurance with a firm licensed in the state of Florida with a financial rating of A- or better. If on a claim made basis, coverage to continue for 3 years or tail coverage must be maintained.

The School Board of Marion County, Florida and the City of Ocala shall be named as additional insured on the certificate and an endorsement for additional insured provided for pollution liability insurance.

The minimum limits of coverage shall be \$1,000,000.

- CC. **INDEMNIFICATION/ HOLD HARMLESS AGREEMENT:** The bidder indemnifies the Stakeholders from any and all liability, loss or damage the School Board may suffer as a result of any claim, demand, cost, or judgment against it, related directly or indirectly to the performance of the bidder's obligations under the terms of this Contract. Said indemnity includes, but is not limited to, interest, court costs and attorney's fees incurred by the Stakeholders as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by the Stakeholders in establishing the right to indemnification and collecting any judgment against the bidder. The bidder is not required to indemnify the Stakeholders for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the Stakeholders. Stakeholders agree to notify the bidder in writing within ten (10) days of receipt of any notice of any action against Stakeholders pertaining to this matter. Such notice will be by certified mail, return receipt requested, or by overnight courier. A notification will be

deemed given on the date such notice is postmarked regardless of whether the bidder actually received said notification. The bidder further agrees in the event the court denies or reduces compensation to, or reimbursement of Stakeholders, the bidder will provide the Stakeholders with the full amount of compensation or reimbursement requested in its statement of services.

- DD. **DUTY TO DEFEND:** The Awarded Bidder agrees, at its own expense, and upon written request by the Stakeholders, to defend any suit, action or demand brought against the Stakeholders on any claim or demand arising out of, resulting from or incidental to the Awarded Bidder's Performance under this Agreement.
- EE. **PRODUCT LIABILITY:** Products insured for not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall be issued by a company licensed in the state of Florida with a financial rating of A- or better.
- FF. **PRICE ADJUSTMENT:** The discounts, terms and conditions of this bid are to remain firm throughout the contract period and any renewal periods.
- GG. **MINIMUM ORDER:** Minimum order amounts are established on page 39. If bidder wishes to set a minimum order amount themselves, he or she must so indicate on the Proposal Form and will be considered only if determined to be in the best interest of the Stakeholders.
- HH. **INVOICES:** Each invoice shall be furnished in duplicate: one copy (bill of lading) shall accompany job performed. For the District an invoice will be furnished to the Northwest Transportation Bus Garage. For the City of Ocala one copy shall be sent to their Finance Department. **DO NOT** combine purchase orders on same invoice.
- II. **ORDERS:** The Stakeholders is not obligated to place any order with any supplier participating in this bid. However, all departments will be urged to refer to the awarded vendor(s) in order to obtain items in the most economical manner.
- JJ. **LIAISON:** Successful bidder shall liaison with designated Stakeholders contact to schedule delivery of services or goods.
- KK. **OCCUPATIONAL LICENSE:** When required by state or local ordinance, the bidder must provide a copy of the Occupational License of home state/county/city with his or her bid proposal. Alternately, he or she may provide a current Department of Professional Regulation certificate.
- LL. **BACKGROUND SCREENING REQUIREMENTS:** The School Board is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will represent and warrant that the personnel assigned to the project do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education.

Fingerprinting: Bidder agrees that as a condition of entering into this contract, pursuant to §§1012.32 and 1012.465, Fla. Stat. (2022), any person entering school grounds or having direct

contact with students on behalf of the bidder must meet Level 2 screening requirements as described in §1012.32, Fla. Stat. (2022). Screening will be at bidder's expense or employee's expense and must be completed and credentials issued by the School Board prior to the screened individual having access to students or to the school grounds.

E-Verify: Under Executive Order 11-116, and Section 448.095, Fla. Stats. (2022), CONTRACTOR must use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion.

MM. **FUNDING-OUT, TERMINATION, CANCELLATION:** Florida Statutes prohibit Stakeholders from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding-out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding-out provisions are an integral part of this bid and must be agreed to by all bidders:

Stakeholders may, during the contract period, terminate or discontinue the items covered in this bid only at the end of Stakeholder's then current fiscal year upon thirty (30) days prior written notice to the awardee(s).

Such prior written notice will state:

- a. The lack of appropriated funds is the reason for termination.
- b. Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release The School Board of Marion County, Florida or City of Ocala of all further obligations in any way related to such items or services covered herein."

This completed statement must be included as part of any lease agreement submitted by the successful bidder: No lease will be considered that does not include this provision for "funding-out."

NN. **USE OF OTHER CONTRACTS:** The Stakeholders reserves the right to utilize other School Board Contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement 6A-1.012 (5), or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 (6) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. **The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

OO. **INSPECTION AND READING OF BID:** Bids will be publicly opened and only the names of respondents will be read at the opening. Per §119.071, Fla. Stat. (2022), sealed bids received in this competitive solicitation are exempt from public inspection until notice of an intended decision is made or until thirty (30) days after opening of the bids, whichever is earlier.

PP. **PUBLIC RECORDS:**

A. To the extent that Vendor meets the definition of “contractor” under § 119.0701, Fla. Stat. (2022), and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the School Board as provided under § 119.0701(a) Fla. Stat. (2022), and as such it will comply with Florida’s Public Records Law. Specifically, Vendor agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by School Board in order to perform the services performed by the Vendor under contract;
2. 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 in § 119, Fla. Stat. (2022) or as otherwise provided by law;
3. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board;
4. Upon completion of the contract, transfer, at no cost, to School Board all public records in possession of the Vendor or keep and maintain public records required by the School Board to perform the service. If the Vendor transfers all public records to the School Board upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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.

B. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 420-A SE ALVAREZ AVENUE, OCALA, FLORIDA 34471.

QQ. **CORRECTIONS:** All corrections of unit prices must be initialed by the same person signing the bid. This includes the use of correction fluid (White-Out) or any other method of correction. See General Condition 1, Execution of Bid, for acceptable means of correction.

RR. **POSSESSION OF FIREARMS / DRUG-FREE WORKPLACE:** Possession of firearms will not be tolerated on Stakeholders property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug-Free Workplace be tolerated.

Tobacco use on Stakeholders premises and property is subject to a zero-tolerance policy for tobacco use. All forms of tobacco use are prohibited.

Violations will be subject to the immediate termination provision heretofore stated in General Condition 18, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in his or her vehicle may park said vehicle on Stakeholders property. Furthermore, no person may possess or bring a firearm on Stakeholders property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on Stakeholders property, said employee will be terminated from the Stakeholders project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Stakeholders project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Stakeholders shall be terminated.

SS. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the School Board.

TT. **ORDERING PROCEDURE:** Specific Items: After approval of contract award by Stakeholders, separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

No item may be shipped or service performed that is not listed on the purchase order. Unless otherwise specified, entire shipment must be completed within 60 days.

- UU. **PAYMENT TERMS:** Stakeholders payment terms are net thirty (30) days. Payment will not be processed until the following occurs:
1. The complete and satisfactory receipt of all items ordered on a purchase order.
 2. The receipt of a properly billed invoice in the Finance Department.
 3. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the Stakeholders **MUST** include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of shipment.
3. Description of item ordered, model number and manufacturer.
4. Line item unit price, quantity, and description as reflected on the purchase order.
5. Line item total or extended price, minus bid discount as listed on purchase order.
6. Name and address of the location where merchandise was delivered.
7. All original invoices must be mailed to Finance Department/Accounts Payable as listed on the lower left corner of the purchase order.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.

- VV. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Purchasing Specialist and the request will be reviewed for consideration. In no case shall a bidder be granted a release from his or her bid or proposal more than one (1) time in a two (2) year period without penalty.
- WW. **PUBLIC ENTITY CRIMES:** Per §287.133, Fla. Stat. (2022) - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat. (2022), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies, by submission of this bid, that neither he or she nor his or her principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

- XX. **DEFAULT:** In the event that the awarded vendor should breach this contract, the Stakeholders reserves the right to seek all remedies in law and/or in equity.
- YY. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Stakeholders will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the respective Stakeholder Boards for immediate cancellation. Upon cancellation hereunder, Stakeholders may pursue any and all legal remedies as provided herein and by law. The Stakeholders reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving 30-days' prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Stakeholders will be relieved of all obligations under said contract. The Stakeholders will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.
- ZZ. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting will take place prior to a bid-awarded vendor furnishing this information and receiving written approval from Stakeholders.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. Stakeholders representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

- AAA. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any Stakeholders personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted in the Purchasing Department. Written inquiries only must be directed through the Purchasing Department.

LOBBYING is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or School Board personnel after advertisement and prior to the board's vote on the award of this contract.

Any bidder who is adversely affected by the recommended award may file a protest within the time prescribed in §120.57(3), Fla. Stat. (2022).

Failure to post bond with School Board or to adhere strictly to the requirements of statutes and state board rules pertaining to protests will result in summary dismissal by the Purchasing Department.

Any bidder or any individuals who lobby on behalf of the bidder during the time specified will result in rejection / disqualification of said bid.

BBB. **DELIVERY OF BIDS:** When hand delivering a bid, bidders must follow the School Board's security access procedures. The procedures are as follows:

- A. Proceed to the Purchasing Department, 506 SE 3rd Ave., Ocala, Florida, 34471.
- B. Park in visitors' parking area.
- C. Enter building through the front door.
- D. Present bid to the Purchasing receptionist for official date/time stamping.

Bidders should allow at least thirty (30) minutes to follow the above procedures to submit his or her bid to the Purchasing Department, no later than the date and time designated in the bid.

CCC. **POSTING OF BID AND SPECIFICATIONS:** Invitation to bid with specification will be posted for review by interested parties, at 506 SE 3rd Avenue, Ocala, FL 34471, on the date the Invitation to Bid Notification is emailed to vendors registered with the School Board; and will remain posted for a period of ten days. Failure to file a specification protest within the time prescribed in §120.57(3), Fla. Stat. (2022), will constitute a waiver of proceedings under §120, Fla. Stat. (2022).

DDD. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid Tabulations with award recommendations are posted to the Purchasing website at:

<https://www.marionschools.net/Page/52137>

The same will be posted in the Purchasing Department for review by interested parties, at 506 SE 3rd Avenue, Ocala, FL 34471, within thirty (30) days after bid opening. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time. Notices for recommendations and awards will not be mailed.

Any person adversely affected by the solicitation, decision or intended decision must file a notice of protest, in writing, within seventy-two (72) hours after the posting. The formal written protest shall state with a particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in §120.57(3), Fla. Stat. (2022), will constitute a waiver of proceedings under §120, Fla. Stat. (2022).

EEE. **BID PROTEST:** If a bidder wishes to protest a bid, he or she must do so in strict accordance with the procedures outlined in §120.57(3), Fla. Stat. (2022), and Paragraph 3 of the bid term entitled Lobbying contained within this bid, and School Board Policy 7.70.

Any person who files an action protesting a solicitation, decision or intended decision pertaining to this bid pursuant to §120.57(3)(b), Fla. Stat. (2022), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Marion County, Florida in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the School Board all costs and charges, which shall be included in the final order of judgment.

FFF. **INFORMATION:** Any questions concerning conditions and specifications must be submitted in writing and received no later than seventy-two (72) hours prior to the deadline for receiving the bid (excluding Saturdays, Sundays, and State Holidays). Questions received in writing within the required timeframe will be answered in writing. **The District will be closed from March 13, 2023 to March 17, 2023. Any questions received during this time will be answered the following week.** Rick Collins is only authorized to direct the attention of prospective bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither Mr. Collins nor any employee of the School Board is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to that contained in the written documents.

Send all inquiries to: Attn: Rick Collins
Purchasing Department
The School Board of Marion County, Florida
506 S.E. 3rd Avenue
Ocala, Florida 34471
Rick.Collins@marion.k12.fl.us

If necessary, an addendum will be posted on the Purchasing website. Copies of addendum will be made available for inspection at the School Board's Purchasing Department where bidding documents will be kept on file.

No addendum will be issued later than three (3) calendar days (excluding Saturdays, Sundays, and State holidays) prior to the date for receipt of bids, except an addendum withdrawing the invitation to bid or one which includes postponement of the date for receipt of bids.

No verbal or written information which is obtained other than by information in this document or by addendum to this bid will be binding on the School Board.

GGG. **BIDS WHICH REQUIRE DELIVERABLE TANGIBLE ITEMS:** School Board will not be liable for loss or damage to items shipped to the School Board in error after thirty (30) days from the verifiable date of receipt of the item(s).

HHH. **RESTRICTIVE SPECIFICATIONS:** Should the specifications of this bid be determined by the bidder to be too restrictive, notice shall be given within seventy-two (72) hours after the posting of the invitation to bid or request for proposals.

III. **FEDERAL GRANTS MANAGEMENT REQUIREMENTS:** Debarment, Suspension, and Other Responsibility Matters. (U.S. Department of Agriculture Certification)

A. It is required that the bidder either complete and sign the enclosed Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion, and Lower Tier Covered Transactions form or attach an explanation to this proposal as to why he or she is not signing and returning the above-mentioned form. This form must be returned, with the other required documents, at the time of a bid proposal.

B. The applicant certifies that he or she and his or her principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any federal department and agency.

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification.

Have not within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

NNN. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

In accordance with §287.135(2), Fla. Stat. (2022), "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2022),

or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Fla. Stat. (2022), or 2. Is engaged in business operations in Cuba or Syria."

§215.473, Fla. Stat. (2022) defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2022), and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Fla. Stat. (2022), and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The School Board may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the School Board determine that the conditions set forth in §287.135(4), Fla. Stat. (2022) are met.

000. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Invitation to Bid, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this Invitation to Bid are applicable and in full force and effect. The bidder's authorized signature appearing elsewhere in the Invitation to Bid attests to this.

CITY OF OCALA SPECIAL CONDITIONS

One or more items in this section are required.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
- b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

ACCESS TO RECORDS AND REPORTS:

49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

CLARIFICATIONS AND CORRECTIONS:

The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CARGO PREFERENCE REQUIREMENTS:

46 U.S.C. 1241 46 CFR Part 381

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding

paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.") c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS REQUIREMENTS:

29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112; 42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. Space is provided on Page 54 for a list of references (If page 54 is restricting please attach separate document titled: References)

DISADVANTAGED BUSINESS ENTERPRISE (DBE):

49 CFR Part 26

City of Ocala or its Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contract and subcontracts financed under this agreement. In this regard City of Ocala or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. City of Ocala or contractors shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

ENERGY CONSERVATION REQUIREMENTS:

42 U.S.C. 6321 et seq., 49 CFR Part 18

The Energy Conservation requirements are applicable to all contracts.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FEDERAL CHANGES:

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT):

49 CFR Part 29, Executive Order 12549

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by City of Ocala. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to

this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

1 U.S.C 380 1 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.

(2) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

RESOLUTION OF BREACHES AND DISPUTES:

49 CFR Part 18, FTA Circular 4220.1E

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ocala. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy,

the Contractor mails or otherwise furnishes a written appeal to the City of Ocala Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Ocala Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Ocala, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages between the City of Ocala and Contractor(s) - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ocala and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida, in which City of Ocala is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City of Ocala or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TERMINATION:

49 U.S.C. Part 18, FTA Circular 4220.1D

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

a. Termination for Convenience (General Provision): City of Ocala may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ocala to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Ocala, the Contractor will account for the same, and dispose of it in the manner City of Ocala directs.

b. Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City of Ocala may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by City of Ocala that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City of Ocala, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision): City of Ocala in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time, not less than ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Ocala's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from City of Ocala setting forth the nature of said breach or default, City of Ocala shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Ocala from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that City of Ocala elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Ocala shall not limit City of Ocala's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City of Ocala may terminate this contract for default. City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Ocala.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA

Circular 4220.1E(or current version, which prevails) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA terms and conditions.

AUDIT AND INSPECTION OF RECORDS:

The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Qualify Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

Certificate Of Completion

Envelope Id: 2CCA6D3E25884A5FA8C43CB3785651A0

Status: Completed

Subject: Fuel Supply and Transport Services - Petroleum Traders Corporation (FLT/230544)

Source Envelope: 85342B89DEAC4BC38D9DC143A9ABCB1D

Document Pages: 51

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Brittany Craven

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

biverson@ocalafl.org

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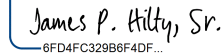
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jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
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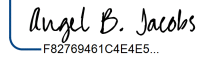
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April 19

City of Ocala

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2023 9:05:00 AM
Certified Delivered	Security Checked	6/7/2023 11:15:38 AM
Signing Complete	Security Checked	6/7/2023 11:15:55 AM
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