

SPECIAL CONDITIONS

Questions on Bid shall be in writing to Shelly Vongchanta, Coordinator of Purchasing, sent via email to shelly.vongchanta@myoneclay.net no later than September 6, 2022.

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidders may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than the process described herein.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in General Conditions and Special Conditions.

This sheet and the accompanying bid constitute an offer from the Bidder.

Vendor's Name and Date: Gate Fuel Service 09/01/22

Signature of Authorized Representative: *W. Michael Love*

Print Name of Authorized Representative: W. Michael Love

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th DAY OF SEPT, 2022

NOTARY PUBLIC
My Commission Expires:



Donna C. Ponder

If any or all parts of the bid are accepted by Clay County, an authorized Representative of the Purchasing Department shall affix their signature hereto, and this shall then constitute the written agreement between the parties.

Bertha Stapp, Supervisor of Purchasing 10/10/2022
Authorized Representative of The School Board of Clay County Date

Authorized Representative of Clay County Board of County Commissioners Date

Authorized Representative of The City of Green Cove Springs Date

Authorized Representative of The Town of Orange Park Date



School Board of Clay County

October 6, 2022 - Regular Board Meeting

Title

C15 - BID to be awarded

Description

Award BID as required per FS 287, DOE 6A-1.012 and School Board Policy

a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel Bid #22-BA-128. Contract Period is for a three (3) year period from December 1, 2022 through November 30, 2025 with the option to renew for an additional three (3) year contract period upon mutual agreement, in writing. Cooperative Bid established for the purchase and delivery of Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel needs for The School Board of Clay County, Clay County Board of County Commissioners, The City of Green Cove Springs and The Town of Orange Park. The vendor awarded is the lowest most qualified responsive bidder meeting specifications.

Gap Analysis

Participating Agencies require vendors to provide products and services to ensure uninterrupted operations throughout the County.

Previous Outcomes

Prior Board approved Bid will expire, but was used successfully during the past terms to provide quality services and products to Clay County.

Expected Outcomes

Upon approval by the Board, we expect the vendor to provide quality services and products at the terms and conditions listed in the Cooperative Bid.

Strategic Plan Goal

Goal 2; Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Award BID as follows:

- a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel Bid #22-BA-128:
- Gate Fuel Services, Inc., PO Box 23627, Jacksonville, FL 32241

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

a. Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel Bid #22-BA-128: Total estimated expenditure for the three (3) year contract will vary based on individual agency usage. The School Board of Clay County estimates \$4,000,000 from General Revenue.

Review Comments

Attachments

No attachments available



SUBMIT BIDS TO:

SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT

800 Center Street
Green Cove Springs, Florida 32043

INVITATION TO BID

Acknowledgement Form

Page 1 of 39 Pages

BID WILL BE OPENED AT:

2:00 P.M., SEPTEMBER 14, 2022

and may not be withdrawn within 90 days after such date and time.

ITB NO.

22-BA-128

POSTING TIME & DATE

10:00 A.M.
July 28, 2022

PURCHASING DEPARTMENT REPRESENTATIVE

Shelly Vongchanta
Coordinator of Purchasing
Email: shelly.vongchanta@myoneclay.net

BID TITLE

**UNLEADED GASOLINE, #2 UNDYED
DIESEL AND DYED DIESEL FUEL**

VENDOR NAME

Gate Fuel Service, Inc

"NO BID" REASON FOR NOT SUBMITTING BID

To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated bid opening date and hour.

VENDOR MAILING ADDRESS

PO Box 23627

CITY-STATE-ZIP

Jacksonville, FL 32241

TELEPHONE NUMBER: ()

904-448-2992

FAX NUMBER: ()

904-448-7041

EMAIL ADDRESS:

dponder@gatepetro.com


AUTHORIZED SIGNATURE (MANUAL)

W. Michael Love

AUTHORIZED SIGNATURE (TYPED or PRINTED)

President

TITLE

I hereby certify that I am submitting the following information as my firm's (Bidder) bid and am authorized by Vendor/Contractor/Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in ITB, and any released Addenda and understand that the following are requirements of ITB and failure to comply shall result in disqualification of bid submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

SEALED BIDS: All Bid sheets, requested documents, and this acknowledgement form shall be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the bid number, date and time of the bid opening and the company name. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to Bid being considered Non-Responsive.

SIGNATURE REQUIRED CHECKLIST:

- Documents shall be submitted with Bid
- INVITATION TO BID ACKNOWLEDGEMENT FORM (Page 1)
- TERMS AND CONDITIONS ACCEPTANCE (Page 27)
- BID TENDER FORM (Pages 29-30)
- CERTIFICATION REGARDING LOBBYING (Page 33)
- CERTIFICATION REGARDING NON DISCRIMINATION (Page 34)
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 35)
- DRUG-FREE WORKPLACE CERTIFICATION (Page 36)
- NON-COLLUSION AFFIDAVIT (PAGE 37)
- DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 38)
- BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 39)

SUBMITTAL REQUIRED CHECKLIST:

- Documents submitted with Bid or within 24 hours upon request.
- CERTIFICATE OF INSURANCE
- SPECIFICATIONS

GENERAL CONDITIONS**INTENT AND USAGE**

This is a cooperative bid for “**UNLEADED GASOLINE, #2 UNDYED DIESEL AND DYED DIESEL FUEL**” to be furnished as specified herein for use by each of the following entities, hereinafter referred to collectively as “Clay County”:

The School Board of Clay County
Clay County Board of County Commissioners
The City of Green Cove Springs
The Town of Orange Park

Each of the above listed entities shall make their own award with their respective governing bodies. Purchase orders issued and payments made under this bid shall be the responsibility of each entity listed.

It is the intent of this bid to establish an open end contract that shall provide the total Unleaded Gasoline, #2 Undyed Diesel and Dyed Diesel Fuel needs, as specified herein, for three (3) years with the option to renew for an additional three (3) year contract period, by mutual agreement between Clay County and the awarded vendor(s).

BIDDER'S RESPONSIBILITY

It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein, on the attached bid documents, and on any Addenda issued thereto.

BID SUBMITTAL

Completed bid shall be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids shall be time stamped in the School Board of Clay County Purchasing Department on or before Due Date and Time listed on Acknowledgement Form. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 800 Center Street, Green Cove Springs, Florida 32043. Bids submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring School Board of Clay County to pay for any portion of the delivery cost or the complete delivery cost. Bids delivered to any location, other than 800 Center Street, Green Cove Springs, FL 32043, shall not be accepted.

SEALED BID REQUIREMENTS

Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida (“Clay County”) and enter information only in the spaces where a response is requested. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bidders may use an attachment as an addendum to the bid if sufficient space is not available on the original form(s) for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the product or service fully complies with the specifications, terms and conditions herein.

GENERAL CONDITIONS

Bid must contain a NOTARIZED signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided. All bids shall be completed in ink or typewritten. Use of erasable ink or pencil is not permitted. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. Clay County reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.

BID OPENING

All bids shall be received no later than September 14, 2022 at 2:00 P.M. All bids received after that time shall not be considered. It is the bidder's responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bid files may be examined during normal working hours by appointment.

CONE OF SILENCE

Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any Clay County Board member, any Evaluation Committee Member, or any other Clay County employee after Clay County Purchasing Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Clay County representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by Clay County. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to Board Members or offer contributions to Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to Clay County. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by Clay County. Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.

SUBSTITUTIONS

Clay County SHALL NOT accept substitute shipments of any kind. Awardee(s) are expected to furnish the brand quoted in their bid once awarded by Clay County. Any substitute shipments shall be returned at Awardee's expense.

QUANTITIES SPECIFIED

Clay County reserves the right to increase or decrease the quantity of any of the items, products, goods or services included in this bid. Quantities stated are for bidders guidance only and no guarantee is given or implied as to quantities that shall be used during the contract period. Estimated quantities are based upon previous needs and estimated usage. Estimated quantities shall be used for the purpose of evaluating low bid.

BID BONDS / PERFORMANCE BONDS

Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, Clay County shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

GENERAL CONDITIONS**PRICES QUOTED**

Firm prices shall be bid and include all packing, handling, shipping and/or delivery cost to any point in Clay County. Give both unit price and extended total. In case of discrepancy in computing the amount of the bid, the Unit Price quoted shall govern. All prices quoted shall be F.O.B. destination and freight prepaid. The contractor shall be paid upon submission of invoices to Clay County at the prices stipulated on the contract. Bidder is requested to offer a cash discount for prompt invoice payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from a receipt of correct invoice at the Clay County offices, whichever is later.

PROPRIETARY INFORMATION

Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of their bid is confidential and exempt, bidder shall identify, in writing, the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

INVOICING AND PAYMENT

Contractor shall be paid in accordance with the Florida Prompt Payment Act, F.S. Chapter 218, upon submission of invoices to Clay County offices at the prices stipulated on the contract at the time the order is placed, less deductions, if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice that references a Clay County purchase order number shall be submitted for payment. Failure to follow these instructions may result in delay in processing invoices for payment.

INSURANCE / LICENSES / PERMITS

Bidder, by virtue of submitting a bid, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that Clay County shall be listed as Certificate Holder (with a 30-day Notice of Cancellation or Change in Coverage) and listed as additional insured including but not limited to the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated as applicable to be at least A- with FSC VI or B+ with FSC V or better in the current AM Best Guide. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto Clay County property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to Clay County occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.

GENERAL CONDITIONS**LICENSES, CERTIFICATIONS AND REGISTRATIONS**

As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid 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; and by Clay County. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within 24 hours upon request by Clay County.

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

MISTAKES

Bidders are expected to examine specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to the bid. Failure to do so shall be at Bidder's risk.

CONDITION 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 this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

DELIVERY

All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to Clay County upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, Vendor retains the sole insurable interest in the goods. Time of delivery is an important consideration for Clay County in making the award. Clay County reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the Vendor's expense.

AWARDS

Clay County reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received as the best interest of Clay County may require. When it is determined there is no competition to the lowest, responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

Upon award of this bid, the successful bidder(s) shall be notified of the award configuration in writing by the School Board of Clay County Purchasing Department. The bidder(s) who is awarded a contract resulting from this Invitation to Bid is cautioned not to provide goods and services to any Clay County site or to any Clay County employee prior to receiving a purchase order issued by the Purchasing Department for the Clay County entity submitting the order. Notification of award is not to be construed as authorization to provide goods or services. Clay County is not obligated to pay invoices for the provision of goods or services for which Clay County Purchasing offices have not issued a purchase order, or invoices resulting from purchase order changes not previously authorized by Clay County.

GENERAL CONDITIONS**TAXES**

Clay County is exempt from Federal Excise Tax on gasoline and diesel fuel used in all vehicles for governmental use. It shall be the responsibility of the successful bidder(s), NOT Clay County, to claim reimbursement from the IRS. It is understood that in order to meet this requirement the fuel supplier must be registered with the IRS and must supply a certificate to be filled out by Clay County. All prices quoted shall be quoted less all taxes.

SEVERABILITY

In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid.

SAFETY STANDARDS/ OSHA/ MSDS

The Awardee warrants that the product supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes)

ASBESTOS / FORMALDEHYDE / LEAD-FREE

All building materials, pressed boards, and furniture supplied to Clay County shall be 100% asbestos free and 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 free shall be supplied. All material supplied to Clay County must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free shall be supplied to Clay County.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on bid form. Bidder shall submit descriptive literature and/or complete specifications with their bid. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. Clay County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department shall be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon Clay County unless evidenced by a Change Notice issued and signed by an authorized representative of Clay County.

GENERAL CONDITIONS**TIED BID**

In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida.

If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES

(Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

SERVICE AND WARRANTY

Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor /manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to Clay County with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment and shall make any such repairs and/or replacements immediately upon notice from Clay County.

DISPUTES

In the event of a conflict between the documents, the order of priority of shall be as follows:

- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

GENERAL CONDITIONS**SAMPLES**

Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, bid number and item number. Samples of successful bidders' items may remain on file with the Purchasing Department for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within thirty (30) days after bid opening date. If request is not made within this time, the samples shall be disposed of by a Clay County representative.

EXPENDITURE

No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. Clay County is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of Clay County.

NON-CONFORMANCE TO CONTRACT CONDITIONS

Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Delivery of non-conforming items or failure to deliver items by the delivery date set forth in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
- b) All departments being advised not to do business with Awardee.

INSPECTION, ACCEPTANCE AND TITLE

Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by Clay County unless loss or damage resulted from negligence by Clay County. Awardee shall be responsible for filing, processing and collecting all damage claims.

FACILITIES

Pre-award inspection of contractor's facilities may be made prior to award of contract. Clay County reserves the right to inspect the Awardee's facilities at any time with prior notice. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of Clay County. Clay County may use the information obtained from this section in determining whether Bidder is a responsible bidder.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS

The purchasing agreements and state term contract available under F.S. 287.056 have been reviewed.

GENERAL CONDITIONS

PROTESTING

Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten (10) working days following the filing of Notice of Protest. Any person who files an action protesting this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which 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, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. Bid Tabulation / Recommendation of Award shall be posted online at oneclay.net/purchasing with the hard copy posted in the SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida after the intended recommendation is announced on or about September 16, 2022. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

CANCELLATION / TERMINATION

In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to Clay County as per specifications, the Supervisor of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to Clay County for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give Clay County the right to cancel this contract, but failure by Clay County to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by Clay County or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service.

Upon cancellation, hereunder Clay County may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. Clay County reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, Clay County shall be relieved of all obligations under said contract. Clay County shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. Clay County may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against Clay County for damages resulting from said cancellation.

GENERAL CONDITIONS

GOVERNING LAWS AND VENUE

This ITB, any award(s) resulting from this ITB, and all transaction from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

USE OF OTHER CONTRACTS

Clay County reserves the right to utilize any other contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

LOBBY

Bidders are hereby advised that they shall not lobby with any Clay County personnel or Clay County Board Members regarding this bid. All oral or written inquiries shall 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 Clay County Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES

D.O.E. Regulation #6A1.012(5): With the consent and agreement of 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 same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

ETHICS

All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

JESSICA LUNSFORD ACT

Requirement applies for the School Board of Clay County only. In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465,467 or 468 and possess a School Board of Clay County fingerprinting clearance card prior to entry upon School Board of Clay County property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the School Board of Clay County. To obtain information on when and how to obtain fingerprinting log on to the School Board of Clay County website at oneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. Clay County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to Clay County.

GENERAL CONDITIONS**BIDDER'S EMPLOYEE RESPONSIBILITY**

All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of Clay County. The contractor shall supply competent employees/sub-contractors and Clay County may require the Contractor to remove an employee/sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Clay County property is not in the best interest of Clay County. Contractors and all their employees and/or sub-contractors shall be in accordance with Jessica Lunsford Act (School Board of Clay County) and E-Verify. Each employee/sub-contractor of contractor shall have and wear proper identification while on Clay County property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Radios/other audio items are not to be used and Smoking is prohibited on Clay County property.

PATENTS AND ROYALTIES

The Awardee, without exception, shall indemnify and save harmless Clay County and its 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 contract, including its use by Clay County. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

ASSIGNMENT

Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from Clay County. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from Clay County. The successful vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of Clay County. The successful vendors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor obligations cannot be delegated.

PURCHASE AGREEMENT

This bid, all addenda, and the corresponding Purchase Orders shall constitute the complete agreement. Clay County shall 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, Awardee agrees to not submit to any Clay County employee, for signature, 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, said document shall not be binding on Clay County.

FISCAL NON-APPROPRIATIONS CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to Clay County.

GENERAL CONDITIONS**EXTENSION**

Clay County reserves the option to renew this contract, or any portion thereof, for additional contract periods. Extension of the contract period shall be by mutual agreement in writing.

In addition to any extension options contained herein, Clay County is granted the right to extend any award resulting from this bid for the period of time necessary for Clay County to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of Clay County's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

INDEMNIFICATION

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of Clay County's liability beyond that which is set forth in 768.28 Florida Statute, or to otherwise waive Clay County's sovereign immunity, or to require Clay County to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of Clay County, its Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify Clay County, indemnify, defend and hold harmless Clay County, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against Clay County, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees.

This indemnification clause shall not be construed to require any indemnitor to indemnify the Clay County, for any negligence on the part of Clay County, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with Clay County.

PROHIBIT ACQUISITION OF UNNECESSARY OR DUPLICATIVE ITEMS

(2CFR 200.318 (d)/7 CFR 3016.36(b): Grantee and subgrantee procedures shall provide for review of proposed procurement to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

ANTI-DISCRIMINATION

The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

GENERAL CONDITIONS**DISCRIMINATION**

Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

FORCE MAJEURE

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party:

- (i) gives the other party prompt notice of such cause; and
- (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

PUBLIC ENTITY CRIMES

Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services 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 Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS

Clay County is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of Clay County's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) Vendors/Consultants that Clay County reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

GENERAL CONDITIONS**CONFIDENTIAL RECORDS**

Requirement applies for the School Board of Clay County only. Notwithstanding any provision to the contrary within this Contract, any party contracting with Clay County under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless Clay County and its officers and employees for any violation of this section, including, without limitation, defending Clay County and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Clay County, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Clay County arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of Clay County, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall:

- (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Clay County in writing;
- (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and
- (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of Clay County, Awardee agrees to provide Clay County with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for Clay County to terminate any Agreement with Awardee.

PUBLIC RECORDS

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to Clay County, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Agreement, transfer to Clay County, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

GENERAL CONDITIONS

All records transmitted to Clay County must be provided in a format that is compatible with Clay County's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by Clay County without penalty.

Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

RECORDS ACCESS

(34 CFR 80.36 (i)(10)): All vendors, contracts and subcontractors shall give access to Clay County, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

E-VERIFY

The Contractor named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Contract, the Contractor certifies that it, and any subcontractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with section 895.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The Contractor must maintain a copy of such affidavit for the duration of the Contract. This section serves as notice to the Contractor that, pursuant to the terms of section 448.095(2)(c)1 and 2, Florida Statutes, Clay County shall terminate this Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If Clay County has a good faith belief that the subcontractor, without the knowledge of the Contractor, has knowingly violated section 448.09(1) or 448.095(2), F.S., Clay County shall notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

If Clay County terminates a contract with a Contractor pursuant to sec. 448.095(2)(c), F.S., the Contractor will not be awarded a public contract for at least one year after the date of such termination.

COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.

GENERAL CONDITIONS**RECORDS RETENTION**

(2 C.F.R. § 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 (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

(2 CFR §200.322) Contractor 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.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Pursuant to Florida Statute 287.135, 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 government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, 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 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

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GENERAL CONDITIONS**FEDERAL RULES**

Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by Clay County using Federal Funds shall contain the procurement provisions of Appendix II to Part 200, as applicable. The following rules apply:

RULE (A) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(42 U.S.C. 7401-7671q.) and (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (A) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (A) during the term of an award resulting from this procurement process.

RULE (B) ENERGY POLICY AND CONSERVATION ACT

(2 CFR §910.120, 10 CFR §600.236) Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (B) above, when federal funds are expended by Clay County, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (B) during the term of an award resulting from this procurement process.

RULE (C) EQUAL EMPLOYMENT OPPORTUNITY

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."

Pursuant to Federal Rule (C) above, when Clay County expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

RULE (D) DAVIS-BACON ACT

(40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for 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, contractors must be 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, contractors must be required to pay wages not less than once a week.

GENERAL CONDITIONS

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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 the construction, completion, or repair of 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.

Pursuant to Federal Rule (D) above, when Clay County expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

RULE (E) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for 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 work week of 40 hours.

Work in excess of the standard work week 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 work week. 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.

Pursuant to Federal Rule (E) above, when federal funds are expended by Clay County, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

RULE (F) CONTRACT BREACH

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (F) above, when Clay County expends federal funds, Clay County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

GENERAL CONDITIONS**RULE (G) TERMINATION**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (G) above, for all contracts involving Federal funds in excess of \$10,000, Clay County reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

RULE (H) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

RULE (I) DEBARMENT AND SUSPENSION

(Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by Clay County, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

RULE (J) BYRD ANTI-LOBBYING AMENDMENT

(31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

GENERAL CONDITIONS

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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SPECIAL CONDITIONS

THIS CONTRACT PERIOD SHALL BE FROM DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025 WITH THE OPTION TO RENEW BY MUTUAL AGREEMENT BETWEEN CLAY COUNTY AND THE SUCCESSFUL VENDOR FOR AN ADDITIONAL THREE (3) YEAR CONTRACT.

1. It is the intention of Clay County to purchase the item (s) as specified herein from a source(s) of supply that shall give prompt and convenient shipment and service. Any failure of the supplier to comply with these conditions shall be cause for terminating any contract resulting from this bid solicitation. Termination shall be effective immediately upon notice by Clay County.
2. For purposes of bid evaluation, bidders must indicate any and all variances to the specifications, terms and conditions as stated in this document no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.
3. Bidders must be adequately equipped, supplied and staffed to promptly and efficiently furnish, deliver and dispense all products upon which proposals are submitted. Clay County reserves the right to require affidavits of analysis on fuels delivered by the Contractor showing that said items meet specifications at any time during the Contract period.
4. Clay County reserves the right, before awarding the Contract, to require a bidder to submit such evidence of these qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience) with Clay County, in making the award in the best interest of Clay County.
5. Competency of Bidders: Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid, have a record of performance for reasonable period of time; have sufficient financial support equipment and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined in discretion by the proper authorities of Clay County.
6. All trucks making deliveries must be metered and equipped with Sealed State approved compartment markers.
7. In the event of any price disturbance for Motor Fuels in the Clay County area, Clay County shall receive the benefit of seller's lowest net consumer transport prices in effect on date of delivery in the event such price is lower than prices established under a contract resulting hereunder, and Clay County shall be notified in writing immediately upon change in product prices by the supplying Contractor.
8. In the event of imposed Federal or State Petroleum Product Allocation Regulations or any similar petroleum product limiting legislation, the Contractor shall provide full support to the Clay County Purchasing Departments in application for maximum allowable allocation levels of gasoline and diesel fuels, as may be applicable to end users qualifying under the classifications or providers to the public, Emergency and Sanitation Services.

SPECIAL CONDITIONS

9. The successful bidder (s) shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or of any or all of their or its rights, title or interest herein, or their or its power to execute such Contract to any person, company or corporation without prior written consent of Clay County. The successful bidder has the sole and exclusive responsibility for furnishing and delivering petroleum products in accordance with this contract. The successful bidders obligations are NOT transferable.
10. No proposal shall be awarded to any person or firm which is in arrears to Clay County upon any debt or Contract or which is a defaulter as surety or otherwise upon any obligations to Clay County or who has failed to perform faithfully any previous Contract with Clay County.
11. All pricing to remain firm. Consideration of price increases shall be done when such escalations are justified, reasonable and acceptable to Clay County, and are accompanied by documentation supporting all claims and annual renewal trends. Any price increases must be documented and approved by Clay County only when a written request is received a minimum of forty-five (45) days prior to the requested date the new pricing is to take effect. It is also expected that de-escalation of prices will be extended to Clay County if the market so reflects. Clay County reserves the right to not renew any contract regardless of price considerations.
12. Contractor Liability: The Contractor shall indemnify for all injuries to any and all persons (including death) or damage to property including but not limited to property of Clay County occurring on account of or in connection with the furnishing and delivering of the Petroleum Products hereunder, and shall indemnify and hold harmless Clay County from any and all loss and liability upon any and all claims for damages on account of such injuries to persons (including death) or damage to property or on account of any neglect, fault or default of the Contractor, their subcontractors, or their respective agents, servants or employees and from all costs and expenses including attorney's fees in suits which may be brought against Clay County on account of any such injuries to persons, (including death) or damage to property or on account of any such neglect, fault or default as aforesaid; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify Clay County against any and all claims for injuries to persons (including death) or damage to property occasioned by or resulting from methods of processes in the furnishing and delivering of the Petroleum Products. If compensation is paid to the Contractor for any such injury to person or damage to property resulting from judgment or award in any action or proceeding, the Contractor shall upon demand promptly reimburse Clay County for any payments made by it on account thereof. The Contractor shall also indemnify Clay County from any liability as to pollution in the furnishing or delivering of petroleum products.

13. Contractor and Subcontractor Insurance:

GENERAL LIABILITY AND UMBRELLA: The Contractor shall maintain General Liability Insurance – General Aggregate \$2,000,000.00, Fire Damage (per occurrence)

\$1,000,000.00, Personal Injury \$1,000,000.00, Products \$2,000,000.00, Umbrella (Per occurrence) \$5,000,000.00, Aggregate \$5,000,000.00.

SPECIAL CONDITIONS

WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all of their employees employed at the site of the project. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate insurance satisfactory to the Owner, for the protection of their employees not otherwise protected. The Contractor is responsible for assuring that valid Workers' Compensation

Insurance as required by Chapter 440, Florida Statutes is maintained on all employees and subcontractors.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to Clay County.

Insurance certificate(s) reflecting the required coverage shall be submitted to Clay County (Attn: PURCHASING DEPARTMENT) prior to any work being performed under this Contract. These insurance certificate(s) shall be submitted directly from the successful vendor's Insurance Agent and shall reflect a thirty (30) day notice of cancellation or change in coverage. Clay County shall be named as a Certificate Holder and all appropriate certificates shall name Clay County as additionally insured. ***No payments shall be made to vendors that have not filed proof of the required insurance coverage with Clay County Purchasing Department.***

14. Spillage Protection: Prior to commencement of work the successful Vendor shall submit evidence that Clay County shall be protected against any accidental spillage that might occur during the transfer of fuels from trucks to storage tanks. This evidence shall be in the following form:

- *1. Clean-up Plan
or
2. Third Party Liability Insurance coverage for spillage/pollution.

*If a clean up plan is submitted it shall include at a minimum:

- a. Emergency Contact Personnel
- b. Detailed description of Method of Clean-up

15. Sub-Contracts:

A. Nothing contained in these specifications/conditions shall be construed as creating any contractual relationship between any sub-contractor and Clay County.

B. The Contractor shall be as fully responsible to Clay County for the acts and omissions of any sub-contractors and of persons employed by the sub-contractor as they are for the acts and omissions of person directly employed by him.

SPECIAL CONDITIONS

16. Default:

A. In the event of delivery of Petroleum Product of a quality not complying with the specifications or failure to comply with delivery requirements, Clay County may purchase its Petroleum Product requirements hereunder in the open market or as Clay County may otherwise elect for a period which, in the opinion of Clay County may be necessary, and charge the Contractor with any additional cost and expense as hereinafter provided, or Clay County may declare the Contractor in default and terminate the Contract because of the Contractor's breach of Contract.

B. Clay County shall be the sole judge of the necessity to purchase the Petroleum Product in the open market or otherwise and the amount thereof, in case in delay in delivery or defection from quality specifications.

C. Default of Contract: Clay County may by written notice to the Contractor terminate this Contract if the Contractor has been found to have failed to perform their obligation under this Contract in a manner satisfactory to the County as per specifications. The date of termination shall be stated in the notice. Clay County shall be sole judge of non-performance.

D. Time is of the essence in this Contract. It is agreed that if the Contractor is to be delayed in making deliveries in excess of forty-eight (48) hours, due to cause beyond their control, they shall immediately notify Clay County by telephone, providing specific reasons for non-delivery and date deliveries shall be resumed. Written confirmation of such delay shall be immediately furnished to each of the following:

Clay County School Board
 Purchasing Department
 800 Center Street
 Green Cove Springs, FL 32043

Clay County Board of County Commissioners
 Purchasing Department
 P. O. Box 988 (mailing)
 Green Cove Springs, FL 32043

City of Green Cove Springs
 Purchasing Department
 321 Walnut Street
 Green Cove Springs, FL 32043

Town of Orange Park
 Public Works Department
 700 Ash Street
 Orange Park, FL 32073

Should any such delay in the opinion of Clay County necessitate the purchase elsewhere of Petroleum Products, Clay County shall have the right to make such purchase without liability to the Contractor and without liability on the part of Clay County. If purchases are so made, the total amount of Petroleum Products to be furnished by the Contractor hereunder may be reduced to the extent of the purchases so made.

17. Damages:

A. Failure of the Contractor to comply with this Contract shall give Clay County the right to cancel this Contract, but waiver of this right, in any instance, shall not prevent the subsequent exercise of this right by Clay County or prejudice its claim for damages resulting from such default or breach of Contract.

B. All petroleum products shall be carefully loaded and protected during transportation and delivery. Any Petroleum products which before their final acceptance, are found to be unsatisfactory shall be removed and be replaced by satisfactory petroleum products by and at the expense of the Contractor.

SPECIAL CONDITIONS

18. Bid proposals are solicited on the following basis:

A. Bidders Cost: This figure shall be determined by using the average unit cost at the Jacksonville, Florida terminal, as published weekly in the Oil Price Information Service (OPIS). Price adjustments shall be made each Monday.

B. Fixed Fee Per Gallon: This is the fixed amount to be added to the vendor's cost for each gallon of fuel delivered to Clay County. This figure shall remain FIRM for the period of the Contract. The fixed fee shall include any delivery cost from the bidder's terminal to the delivery location plus other administrative or handling charges, inspection fees, profit, etc. The fixed fee shall be added to the bidders actual cost to arrive at the total price per gallon of fuel delivered to the locations designated in paragraph 19 on page 25. DO NOT INCLUDE TAXES IN THE FIXED FEE.

C. Invoice furnished Clay County must show as separate line items:

- 1) Bidders cost (OPIS)
- 2) Fixed fee per gallon
- 3) Tax

19. Delivery points and storage capacities may be changed at the option of Clay County during the Contract period. Deliveries shall be delivered into tanks on an as-and-when required basis. Current delivery points:

Locations	Fuel Type	Tank Capacity/ Tank Type	Monitoring System
A. Clay County School Board			
1) School Bus Garage 800 Center Street Green Cove Springs, FL	Diesel	10,000 / Underground	Veedor Root
	Unleaded	10,000 / Underground	Veedor Root
2) Middleburg Pump Annex 3802 State Rd. 220 Middleburg, FL	Diesel	10,000 / Underground	Veedor Root
	Unleaded	10,000 / Underground	Veedor Root
	Diesel	10,000 / Underground	Veedor Root
3) Keystone Annex 6800 C.R. 315C Keystone Heights, FL	Diesel	4,000 / Aboveground	Manual Gauge
B. Clay County BOCC			
1) Clay County Public Works Dept 5 Esplanade Avenue Green Cove Springs, FL	Diesel	15,000 / Aboveground	Veedor Root
	Unleaded	15,000 / Aboveground	Veedor Root
2) Fire Station #14 4003 Everette Avenue Middleburg, FL	Diesel	12,000 / Underground	Veedor Root
	Unleaded	12,000 / Aboveground	Veedor Root
3) EOC 2519 SR 16 West Green Cove Springs, FL	Diesel	4,000 / Aboveground	Veedor Root

SPECIAL CONDITIONS

Locations	Fuel Type	Tank Capacity/ Tank Type	Monitoring System
C. City of Green Cove Springs			
900 West Gum Street Green Cove Springs, FL	Diesel Unleaded	2,000 / Aboveground 6,000 / Aboveground	None
C. Town of Orange Park			
700 Ash Street Orange Park, FL	Diesel Unleaded	12,000 / Aboveground 12,000 / Aboveground	Veedor Root

**See page 31 for Boiler, Generators and Ground Maintenance locations.

20. Schedule of Delivery: It shall be the responsibility of the successful bidder to maintain an adequate supply of Gasoline and Diesel Fuel at all sites at all times. It is, of course, expected that the vendor shall use a delivery schedule that results in the most economical situation for all involved. No deliveries shall be accepted during any period (time) which shall cause interruption of service or operations of Clay County. Clay County shall make available to the Contractor ease of access to fueling facilities. Scheduling shall be such that Transport deliveries vs Tankwagon deliveries shall be made as often as possible.

ALL DELIVERIES OF 8,000 GALLONS GASOLINE (OR MORE) OR 7000 GALLONS DIESEL (OR MORE) SHALL BE ADJUSTED TO 60 DEGREES FAHRENHEIT.

TANKS ARE NOT TO BE FILLED MORE THAN 6" FROM TOP TO AVOID OVERFLOW CAUSED BY EXPANSION.

21. Testing for Adherence to Specifications: The State Department of Agriculture shall be requested to make a test of the products should there be any question to the quality furnished under this contract. Should it be determined that any products purchased does not meet specifications, terms or conditions, such gasoline or diesel fuel must be picked up immediately by seller (as directed by Clay County) and full credit given. In addition, vendor shall be liable for any fees or charges incurred for testing if product fails.

Bids shall be submitted on the enclosed BID TENDER FORM. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Any such modifications or alterations that a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents. Any modifications or alterations may or may not be accepted by Clay County in whole or in part. Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all bid and addenda requirements have been completed and that all required submittals have been included.

Sealed bids shall be received by the School Board of Clay County Purchasing Department, until 2:00 P.M., September 14, 2022. The public opening shall acknowledge receipt of the bids but details concerning pricing or the offering may or may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, e-mail or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

BID TENDER FORM

All items shall be free from water, foreign matter, and shall meet or exceed State of Florida Specifications for type of fuel.

Item 1: Unleaded Gasoline E10 9.0 RVP

- R= Research Octane and M= Motor Octane
- Minimum Octane rating: R + M2 = 87
- 7.8 RVP may only be purchased when 9.0 RVP is unavailable
- Shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines

Item 2: Diesel Fuel #2 Legal for Motor Vehicle Use on Road Undyed 15 ppm

- Shall be suitable for use in motor vehicles with diesel engines

Item 3: Diesel Fuel Off-Road Dyed for Boiler, Generators and Ground Maintenance

- Shall be suitable for use in generators, boilers and ground maintenance equipment

Quantities may increase or decrease in accordance with actual requirements. Quantities listed below are estimates for bid purposes only. Estimates below are for 12-month fuel requirements.

	ITEM 1 UNLEADED	ITEM 2 DIESEL #2	ITEM 3 DIESEL DYED
School Board of Clay County	100,000	450,000	40,500
Clay County Board of County Commissioners	500,000	375,000	0
City of Green Cove Springs	20,000	13,000	1,200
Town of Orange Park	80,000	22,000	4,300
ESTIMATED TOTALS	700,000	860,000	46,000

(INTENTIONALLY LEFT BLANK)

BID TENDER FORM

Low bid shall be calculated as follows:

Tankwagon Bid Price = Total Cost per Gallon minus Fixed Fee and Bidders Cost

Transport Bid Price = Total Cost per Gallon minus Fixed Fee and Bidders Cost

Five percent (5%) of the total gallons for each Item shall be calculated as Tankwagon bid price listed and ninety-five percent (95%) of the total gallons for each item shall be calculated at the Transport Bid Price listed. The sum of these figures shall be used to determine low bid. The cost, if any, listed for the metered ticket shall be reviewed for reasonableness - should a bid list an unreasonable cost for the metered ticket, the bid could be disqualified. Tankwagon is approximately 3000-4000 gallons and Transport is approximately 7200-7500 gallons.

For comparison purposes, the price listed for bidders cost shall be the Oil Price Information Service (OPIS) prices as of **July 7, 2022 Jacksonville, Florida Rack Average 9.0 RVP.**

- Item 1: Bidders Cost shall be located under OPIS Gross Ethanol (10%) Rack Average
- Item 2: Bidders Cost shall be located under OPIS Gross Ultra Low Sulfur Distillate Rack Average
- Item 3: Bidders Cost shall be located under OPIS Gross Ultra Low Sulfur Red Dye Distillate Rack Average

ITEM	EST. QTY	*BIDDERS COST PER GALLON	FIXED FEE TANKWAGON/TRANSPORT	=	TOTAL COST PER GAL. TANKWAGON/TRANS.
1.	700,000	325.06	+0.0591 / +.0079	=	3.3097 / 3.2585
2.	860,000	386.51	+0.0691 / +.0178	=	3.9342 / 3.8829
3.	46,000	388.59	+0.2164 / -.064	=	4.1023 / 3.8219

4. Additional cost (if any) for metered tickets, if required: 0

**Bidders Cost" is pulled from OPIS Prices as of July 7, 2022.

BID TENDER FORM

Low Bid Calculation:

Item 1: Unleaded Gasoline E10 9.0 RVP

35,000 Gallons X Total Cost per Gallon Tankwagon Bid Price = \$ 115,839.50

665,000 Gallons X Total Cost per Gallon Transport Bid Price = \$ 2,166,902.50

Item 2: Diesel Fuel #2 Legal for Motor Vehicle Use on Road Undyed 15 ppm

43,000 Gallons X Total Cost per Gallon Tankwagon Bid Price = \$ 169,170.60

817,000 Gallons X Total Cost per Gallon Transport Bid Price = \$ 3,172,329.30

Item 3: Diesel Fuel Off-Road Dyed for Boiler, Generators and Ground Maintenance

2,300 Gallons X Total Cost per Gallon Tankwagon Bid Price = \$ 9,435.29

43,700 Gallons X Total Cost per Gallon Transport Bid Price = \$ 167,017.03

TOTAL OF ITEMS 1, 2, AND 3 \$ 5,800,694.22

NOTE: ALL BID SHEETS, PAGES 1-39 MUST BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

Gate Fuel Service, Inc 09/01/22
VENDOR NAME DATE

 President
AUTHORIZED SIGNATURE OF BIDDER TITLE

ATTACHMENT 1
CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization: Gate Fuel Service, Inc

Street address: 9540 San Jose Blvd

City, State, Zip: Jacksonville, FL 32257

Cerified By: W. Michael Love
(type or print)

Title: President

Signature/Date: 

ATTACHMENT 2
CERTIFICATION REGARDING NON-DISCRIMINATION

The undersigned assures that it shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap.
- C. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex.
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age.
- E. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- F. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

The Vendor certifies that it will comply with the nondiscrimination regulations, guidelines, and standards as they are now, or may be lawfully adopted under the above statutes.

Authorized Signature of Bidder: 

Printed Name: W. Michael Love Title: President

Company: Gate Fuel Service, Inc Date: 09/01/22

ATTACHMENT 3

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

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

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

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) 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 performing a public (federal, state or local) transaction or contract under a public transaction; or for 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;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Bidder: Gate Fuel Service, Inc.

W. Michael Love

Printed Name

Signature: 

President

Title of Authorized Representative

Date: 09/01/22

ATTACHMENT 4
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

CONTRACTOR NAME: Gate Fuel Service, Inc

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

W. Michael Love
(Printed Name)


(Signature)

President
(Title)

09/01/22
(Date)

ATTACHMENT 5
NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME W. Michael Love). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Gate Fuel Service, Inc) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Gate Fuel Service, Inc) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Gate Fuel Service, Inc

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

W. Michael Love
(Printed Name)


(Signature)

President
(Title)

09/01/22
(Date)

ATTACHMENT 6
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
NA	NA	NA
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.



Signature

Gate Fuel Service, Inc

Company Name

ATTACHMENT 7

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: Gate Fuel Service, Inc

Identify the state in which the bidder has their principal place of business: Florida

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:
NA

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084.(2), Fla. Stat., provides that "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 any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision.

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) _____ - _____

E-mail address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____



CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT

800 Center Street, Green Cove Springs, FL 32043
P (904) 336-6736 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

BOARD MEMBERS:

Janice Kerekes, District 1
Mary Bolla, District 2
Beth Clark, District 3
Tina Bullock, District 4
Ashley Gihousen, District 5

ADDENDUM 2 POSTED AT 11:00 A.M., ON AUGUST 31, 2022

ADDENDUM 2 FOR ITB #22-BA-128
UNLEADED GASOLINE, #2 UNDYED DIESEL AND DYED DIESEL FUEL

NOTE: Vendor Questions and District Responses are hereby incorporated into the Bid.

Question 1:

Will a metered bill of lading be acceptable in place of the metered truck requirement? If a BOL is not acceptable, can you provide proof of a metered ticket as requested?

Answer:

Please see Addendum 1, Questions 3 and 8.

Question 2:

Are vendors required to remotely monitor tank levels regularly?

Answer:

Please see Addendum 1, Question 2.

Question 3:

- Of the 2,300 gallons listed as tank wagon delivery for off-road dyed diesel, which of these sites are to be included in this total?
- Of the 43,700 gallons listed as tank wagon delivery for off-road dyed diesel, which of these sites are to be included in this total?

Answer:

The low bid calculation on page 30 should reflect the tankwagon/transport prices from page 29, and is used solely for the purpose of awarding the bid.

Question 4:

Of the sites provided that are indicated as boilers, generators, and ground maintenance, which of these are to have tank wagon deliveries to them?

Answer:

Delivery to these sites is to be determined based on the number of gallons being delivered, with a minimum of 200 gallons for those tanks that have a capacity of more than 250 gallons, as stated on page 31.



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Ashley Gihousen, District 5

Question 5:

Which of the volumes included does the ground maintenance gas fit under?

Answer:

Please see bid document page 28.

REMINDER: Bids are DUE at 2:00 P.M., on September 14, 2022.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of your bid submittal an executed copy of this Addendum.

Sign and return this ADDENDUM 2 with your submittal

VENDOR NAME: Gate Fuel Service, Inc. _____
(Print)

SIGNATURE: W. Michael Love _____

NAME & TITLE: W. Michael Love, President _____
(Print)



CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT

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David S. Broskie

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Mary Bolla, District 2
Beth Clark, District 3
Tina Bullock, District 4
Ashley Gihousen, District 5

ADDENDUM 1 POSTED AT 10:00 A.M., ON AUGUST 17, 2022

ADDENDUM 1 FOR ITB #22-BA-128
UNLEADED GASOLINE, #2 UNDYED DIESEL AND DYED DIESEL FUEL

NOTE: Vendor Questions and District Responses are hereby incorporated into the Bid.

Question 1:

Please clarify if seals are required for both tankwagon and transport trucks. Sealed compartments are not typical.

Answer:

Seals will not be required.

Question 2:

- Please clarify method of order and delivery for transport and tankwagon facilities. Is this a call and demand contract or strictly inventory managed by vendor?
- Are there split drop deliveries between products and/or between tanks/sites? How frequently does your current provider make deliveries to the various locations to maintain adequate supply levels?

Answer:

Entity will call when needing a delivery (call and demand contract).

Question 3:

Bid Tender Form: "the cost, if any, listed for the metered ticket shall be reviewed for reasonableness – should a bid list an unreasonable cost for the metered ticket, the bid could be disqualified." Please clarify that "metered ticket" is the tankwagon delivery made with metered trucks and no other meaning for metered is implied.

Answer:

No other meaning is implied.

Question 4:

Please identify if Clay County wants both a tankwagon AND a transport fixed fee and total cost for items 1,2,3.

Answer:

Bid Tender Form is requesting a tankwagon / transport fixed fee and total cost for items 1 through 3.

Question 5:

There are a large number of generators listed. Are these used on a regular basis, tested or require topping off on any specific schedule?

Answer:

Generators are tested on a regular basis, but there is no specific schedule for topping off.



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Ashley Gihousen, District 5

Question 6:

- Is this bid an all or none bid or may a vendor only bid on transport and the larger tankwagon sized deliveries?
- Is it the intent of the County to award a single vendor?

Answer:

Please refer to page 5 "General Conditions" under the heading "Awards."

Question 7:

- Please provide the bid tab from the last event that this contract was awarded.
- Please provide the tabulations for the current contract.
- May I please get a bid tabulation from the last award of this contract?
- Will you provide the last bid tabulation?
- Please provide all bid submission and contract documents from the last awarded bidder.

Answer:

All documents pertaining to the currently awarded contract for fuels can be found on the SBCC website under "Awarded Bids and RFP's": <https://ba.myoneclay.net/purchasing>

Question 8:

- Please provide the following invoice samples from the previous 90 days: transport diesel, transport gasoline, tankwagon diesel, transport diesel.
- May I please get a copy of the most recent fuel invoice and supporting Bill of Lading for each location?
- Please provide a current invoice.
- Please provide bill of ladings for all fuel grades on this solicitation.

Answer:

As each entity (School Board of Clay County, Clay County Board of County Commissioners, City of Green Cove Springs, and Town of Orange Park) each have their own departments to handle billing and payments, and their own policies for obtaining public records, a public records request will have to be submitted to each entity for this request.

Question 9:

Please provide tax exemptions/ certificates.

Answer:

See attached.

Question 10:

- Can you please provide the start date for deliveries?
- When does the city plan to award the contract?

Answer:

December 1, 2022.



CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT

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Ashley Gihousen, District 5

Question 11:

- Who is the current incumbent for the contract?
- Who is your current vendor?

Answer:

Gate Petroleum

Question 12:

Will bids be considered responsive if electronic signatures are used (i.e. Docusign) or are wet signatures required for bids to be considered responsive?

Answer:

Both means of signatures are acceptable. However Bid submissions MUST be either mailed or hand delivered to the School Board of Clay County purchasing offices no later than the bid due date and time. SBCC does not currently accept electronic submissions.

Question 13:

Please describe the process for submitting invoices.

Answer:

Vendor provides invoice to end user departments to verify delivery, and end user departments follow their entity's process for invoice payments.

Question 14:

Is the use of common carriers allowed for deliveries.

Answer:

Delivery is at the discretion of the Vendor. All vehicles must be properly equipped and represent awarded Vendor(s). All transportation and delivery costs shall be included in bid pricing.

Question 15:

Are there any reporting requirements? If yes, please describe them.

Answer:

Vendor is responsible for any/all reporting requirements mandated by federal, state and local laws. For the purpose of this bid, a quarterly report for fuel tax refund is done by each entity.

Question 16:

- Can you please confirm there are no bonds (Bid, Payment or Performance) required for this solicitation?
- Are Performance Bonds required for this bid?
- Is there a bid bond amount required for this bid?

Answer:

There are no bond requirements.



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Question 17:

Can you please confirm there are no DBE (MWBE, HUB, etc) goals for this bid?

Answer:

Submission from MWBE, DBE, HUB, etc. vendors is always encouraged and welcome. There are no MWBE related goals set for this bid.

Question 18:

Will the above ground tanks require the delivery truck to provide a pump for offloading?

Answer:

Yes.

Question 19:

Can you please provide a link or phone number for the bid opening?

Answer:

Bid opening will be at SBCC purchasing offices located at 800 Center Street, Green Cove Springs, FL 32043.

Question 20:

We prefer to receive payment via ACH/bank draft. Will the County submit payment only via ACH/bank draft?

Answer:

Each entity has their own policies on bank drafts. Clay County BOCC and SBCC can issue ACH payments. City of Green Cove Springs does not utilize ACH.

Question 21:

- Please provide a breakdown of fuel being delivered to each tank per site and average delivery size.
- Please provide the estimated annual volume for each fuel per site.

Answer:

The bill of lading for each site can be obtained through a public records request for each entity.

Question 22:

What are the payment terms?

Answer:

Please refer to page 4 "General Conditions" under the heading "Invoicing and Payment."



**CLAY COUNTY DISTRICT SCHOOLS
PURCHASING AND MATERIAL MANAGEMENT**

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Tina Bullock, District 4
Ashley Gihousen, District 5

Question 23:

Can we please have a list of bidders invited to submit a proposal?

Answer:

There is no definitive list of bidders as this bid is advertised online.

REMINDER: Bids are DUE at 2:00 P.M., on September 14, 2022.

Except as noted above, all other Conditions and Specifications remain unchanged. Include, as part of your bid submittal an executed copy of this Addendum.

Sign and return this ADDENDUM 1 with your submittal

VENDOR NAME: Gate Fuel Service, Inc
(Print)

SIGNATURE: 

NAME & TITLE: W. Michael Love, President
(Print)



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8013573611C-8	10/31/2017	10/31/2022	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SCHOOL DISTRICT OF CLAY COUNTY
900 WALNUT ST
GREEN COVE SPRINGS FL 32043-3129

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



General Tax Administration
Child Support Enforcement
Property Tax Administration
Administrative Services
Information Services

SCHOOL DISTRICT OF CLAY COUNTY

85-8013573611C-8

1. Adult Education
2. Argyle Elementary
3. Bannerman Learning Center
4. Charles E. Bennett Elementary
5. Clay High School
6. Clay Hill Elementary
7. Clay Virtual Academy
8. Coppergate Elementary
9. Discovery Oaks Elementary
10. Doctors Inlet Elementary
11. Fleming Island Elementary
12. Fleming Island High
13. Florida Youth Challenge Academy
14. Green Cove Springs Jr High
15. Grove Park Elementary
16. Keystone Heights Elementary
17. Keystone Heights Jr/Sr High
18. Lake Asbury Elementary
19. Lake Asbury Jr High
20. Lakeside Elementary
21. Lakeside Jr High
22. McRae Elementary
23. Middleburg Elementary
24. Middleburg High
25. Montclair Elementary
26. Oakleaf High
27. Oakleaf Jr. High
28. Oakleaf Village Elementary
29. Orange Park Elementary
30. Orange Park High
31. Orange Park Jr High
32. R.M Paterson Elementary
33. Plantation Oaks Elementary
34. Rideout Elementary
35. Ridgeview Elementary
36. Ridgeview High
37. S. Bryan Jennings Elementary
38. Shadowlawn Elementary
39. Swimming Pen Creek Elementary
40. Thunderbolt Elementary
41. Tynes Elementary
42. W.E. Cherry Elementary
43. Wilkinson Elementary
44. Wilkinson Jr. High



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102176832-FUE*-GAWU-22-23 Precas	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22687</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22687	INSURER B : ACE Property & Casualty Insurance Company	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED GATE Fuel Service, Inc. c/o GATE Petroleum Company 9540 San Jose Blvd Jacksonville, FL 32257															

COVERAGES **CERTIFICATE NUMBER:** ATL-004585496-26 **REVISION NUMBER:** 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HDO G47298283	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ISA H10689569	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	X		XOO G71548296 004 Umb is follow form of primary subj to policy terms, cond & exclusions	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WLR C50668782	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Unleaded Gasoline, #2 Undyed Diesel & Dyed Diesel Fuel, Bid #17-BA-122.
Clay County School Board is included as an Additional Insured with respect to General Liability and Umbrella Liability as required by written contract subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Clay County School Board
900 Walnut Street
Green Cove Springs, FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

USDOT Number: _

Date Received: _

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to Gate Fuel Service, Inc.
(Motor Carrier name)

of FL
(Motor Carrier state or province)

Dated at Wilmington, DE 19803 on this 15th day of JUNE, 20 22.

Amending Policy Number: ISA H10689569 Effective Date: 06/30/2022

Name of Insurance Company: ACE American Insurance Company

JOHN J. LUPICA, President

Countersigned by: _____
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555.

Cancellation of this endorsement may be effected by the company or the Insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the Insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Fillings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY
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Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in <u>49 CFR 171.8</u> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <u>49 CFR 173.403</u> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in <u>49 CFR 172.101</u> ; hazardous waste, hazardous materials, and hazardous substances defined in <u>49 CFR 171.8</u> and listed in <u>49 CFR 172.101</u> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <u>49 CFR 173.403</u> .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

Gate Fuel Service, Inc.
Attn: Kathy Harris
P.O. Box 23627
Jacksonville, FL 32241

9/14/2022
12:41PM

School Board of Clay County
800 Center Street
Green Cove Springs, FL 32043

ITB No. 22-BA-128

**UNLEADED GASOLINE, #2
UNDYED DIESEL AND
DYED DIESEL FUEL**

**Date Due: Sept 14, 2022
Time Due: 2:00 pm**