



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

September 1, 2021

Interested Firms

Re: Quote Request 37197, Argon for District's Laboratory

The St. Johns River Water Management District (District) is requesting quotations from firms licensed to do business in the State of Florida to provide UHP Argon, rental of microbulk systems tank, and a telemetry system capable of monitoring Argon usage from vendor's location. Please review Specifications/Quotation Form (Attachment 1), Statement of Work (Attachment 2), and Location Map (Attachment 3) for further information. The District's Insurance Requirements are found in Attachment 4.

The District currently rents a 1,000-liter microbulk tank and receives monthly delivery of Argon, UHP grade, averaging 23,000 cubic feet (cf). Attachment 1, Specifications/Quotation contains information pertaining to the minimum/maximum microbulk systems tank size that the District requires.

The attached map (Attachment 3) shows the access route to the lab building located at our District Headquarters, 4049 Reid Street in Palatka, Florida. There are tight turns that may be challenging for larger vehicles. Your delivery trucks must be able to maneuver through our parking lot to access the laboratory's delivery location.

Quotations will be evaluated by District staff to determine which response will provide the best value for the District and that meets all requirements of this Quote Request. District staff may contact firms for further clarification if needed.

The estimated budget for this agreement ending September 30, 2022 is not to exceed \$18,000. This contract is anticipated to begin October 1, 2021 and will have the option of two 12-month renewals. Time is of the essence for this contract.

If you need assistance or have any questions about submitting your quote, please email or call Sherrie Ashby sashby@sjrwmd.com 386-643-1950, respectively. Between the release of this quote request and the posting of the notice of intended decision, Respondents to this quote request or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

A copy of the package is also available in Microsoft Word® form to assist you with your submittal.

This letter is forwarded to you as an offer to provide a quotation based on the information and requirements provided herein.

If you are interested in submitting a quote, please submit Attachment 1 – Specifications/Quotation Form in PDF format, by **September 23, 2021, 2:00 p.m.** Please submit the pages as an attachment to Sherrie Ashby at sashby@sjrwmd.com using **Quote 37197** in the subject line. All requested information

must be completed. The District makes no guarantee of the amount of work. **The successful respondent will be required to hold costs firm through the original agreement and the two 12-month renewals.**

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2023). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

1. Opening of Quotes

- A. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
- B. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
- C. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.

2. Inquiries and Addenda

- A. District staff are not authorized to orally interpret the meaning of the Quote Request package, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
- B. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to sashby@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.
- C. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the quote, as submitted. All addenda become part of the Agreement.

3. Award Procedures

- A. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- B. Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all quotes.
- C. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
- D. If two or more quotes are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.
- E. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
- F. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "Notices and Services Thereof."

4. Disqualification of Respondents

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Quote:

- A. Contacting a District employee or officer other than Sherrie Ashby, the associate procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
- B. Submission of more than one quote response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- C. Evidence of collusion among Respondents.
- D. Submission of materially false information with the Quote.
- E. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
- F. Respondent is failing to adequately perform on any existing contract with the District.
- G. Respondent has defaulted on a previous contract with the District.
- H. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified.
- I. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

5. Rejection of Quote

- A. Quotes must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be considered. Quotes will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid Quote.
- B. The District also reserves the right to reject all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

6. Diversity

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its primary respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

7. Public Entity Crimes/Discriminatory Vendors

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

8. Notices and Services Thereof

- A. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*. Onvia DemandStar may also be accessed through the District's website at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.
- B. Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.
- C. As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

9. Protest Procedures

- A. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.
- B. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all responses must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent of the District's estimated contract amount.
- C. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

- D. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

Please contact me if you have any questions regarding this quotation request. Thank you.

Attachment 1 – Specifications/Quotation Form

Attachment 2 – Statement of Work

Attachment 3 – Location Map

Attachment 4 – Insurance Requirements

NOTE: Please check the box provided if you are unable to provide a quotation for this service at this time and return this page to my attention, scan/e-mail to sashby@sjrwmd.com.

I am unable to provide a quotation at this time for the following reason(s):

Respondent's Signature

Respondent's Company

**ATTACHMENT 1 – SPECIFICATIONS/QUOTATION FORM
ARGON FOR DISTRICT’S LABORATORY**

SPECIFICATIONS

The District requires a microbulk systems tank large enough to supply sufficient Argon for a month. The District currently rents a 1,000-liter microbulk tank and receives monthly delivery of Argon, UHP grade, averaging 23,000 cf.

Due to space limitations, microbulk systems tank cannot be larger than 45” in diameter and 85” in height.

Please provide the microbulk systems tank size and specifications that you propose to provide to the District.

Tank size _____

Specifications _____

SCHEDULE OF COSTS

For the purpose of this quotation, assume that the District receives monthly delivery of Argon, UHP grade, averaging 23,000 cubic feet.

ITEM DESCRIPTION	COST
Price per hundred cubic feet – Argon, UHP Grade (based on average use history above)	
Rental Fee for Tank - Per Month	
Telemetry Monitoring Fee – Per Month	
Yearly maintenance cost, if applicable	
Delivery Charge, if any, of Argon (per delivery)	
TOTAL QUOTATION AMOUNT	
Provide the Percentage of the Delivery Charge attributable to Fuel Costs	%

Name of Firm

Name of Authorized Representative

Signature

Date

ATTACHMENT 2 – STATEMENT OF WORK

ARGON FOR DISTRICT'S LABORATORY

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) requires a vendor to supply liquefied UHP grade Argon gas on an as needed basis, and a 1,000-liter microbulk system tank for the Argon, at its laboratory facility, located at 4049 Reid Street, Palatka, Florida. The District also requires the vendor to perform maintenance and installation of the system. The vendor shall use a telemetry system at their place of business to remotely monitor the usage of the Argon in the District's system tank to determine when refills are needed.

II. OBJECTIVE

The objective of the contract is to obtain liquefied UHP grade argon for the District's laboratory use.

III. SCOPE OF WORK AND TASK IDENTIFICATION

The vendor shall provide a 1,000-liter microbulk system tank to hold UHP grade Argon averaging 23,000 cubic feet. The vendor shall also provide delivery of the UHP grade Argon on an as needed basis to the District laboratory facility. The vendor shall remotely monitor the usage of the Argon through a telemetry system and work with the District's Project Manager in determining necessary deliveries. Vendor shall provide three days notification via email to District's Project Manager prior to delivery.

IV. PROJECT TIME FRAMES DELIVERABLES

The expiration date of this Agreement is September 30, 2022 with the option of two 12-month renewals.

Work shall be performed on an as needed basis.

ATTACHMENT 3-MAP



ATTACHMENT 4 — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the St. Johns River Water Management District ("District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000