

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 33456
BID OPENING: 2:00 P.M., AUGUST 14, 2018
PURCHASE AND DELIVERY OF ULTRA LOW SULFUR DEISEL FUEL**

The Governing Board of the St. Johns River Water Management District (the "District"), 4049 Reid Street, Palatka, Florida 32177-2571 requests that interested parties respond to the solicitation(s) below by 2:00 p.m., on August 14, 2018. The Invitation for Bid package and all subsequent documents may be obtained from Onvia DemandStar at (*demandstar.com*) or the District by emailing or calling, Debi Edwards, Procurement Specialist, at *dkedwards@sjrwmd.com* or (386) 329-4866.

Provide ultra-low sulfur diesel fuel for use throughout the District for:

- Construction projects requiring heavy equipment and pumping operations
- Use during and after emergencies such as a major storm event or wildfires

Fuel delivery is required for three fuel sites located on District properties in Florida as follows:

- Fuel Site 1: two 6,000-gallon tanks at Sunnyhill in Marion County
- Fuel Site 2: one 500-gallon tank at Lake George in Volusia County
- Fuel Site 3: one 12,000-gallon tank at Lake Apopka in Lake County
- Fuel Site 4: one 10,000-gallon tank at Fellsmere Pump Station in Indian River County

The estimated budget for the first term of this project (October 1, 2018 to September 30, 2019) is \$74,000.

Special accommodations for disabilities may be requested through Debi Edwards, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document or purchase order (the “Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the bid submitted by Respondent, and all required certifications and affidavits.

2. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Procurement Specialist:

Debi Edwards, CPPB
Phone: (386) 329-4866
Fax: (386) 329-4546
E-mail: dkedwards@sjrwmd.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation 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.

3. WHERE TO DELIVER BID

All bids must be submitted in sealed envelopes to:

Attn: Debi Edwards, Associate Procurement Specialist
Office of Financial Services
St. Johns River Water Management District
4049 Reid Street, Palatka, Florida 32177-2571

Respondents must clearly label the Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN
Respondent’s Name: _____
Invitation for Bid 33456
Opening Time: 2:00 p.m.
Opening Date: August 14, 2018

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District’s experience is that Federal Express and United Parcel Service will.

4. OPENING OF BIDS

Respondents or their authorized agents are invited to attend the opening of Bids at the following time and place:

2:00 p.m., August 14, 2018
 St. Johns River Water Management District Headquarters
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids 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 Bids, whichever is earlier. This exemption is not waived by the public opening of Bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Bid 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.

5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondents must submit their Bid in one of the following two formats: (1) "hard copy (paper)" OR (2) "electronic." Do NOT submit both. Instructions for submitting are provided below.

1. Instructions for Submitting Bids in "Hard Copy" Paper Format

Respondents must submit fully executed documents, the original and one copy of their bid package on reproduced copies of the attached forms provided in FORMS in the form and manner specified below. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for the commodities and any related services described in the Agreement ("Commodities") in figures as indicated by the spaces provided.

- a. Bid Form
- b. Cost Schedule
- c. Certificate as to Corporation
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- e. Qualifications (General, and other required qualification forms)
- f. Drug-Free Workplace Form (not required unless there is a tie bid)

2. Instructions for Submitting Bid in Electronic Format

1. Respondent must follow all procedures for electronic submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
2. If the Respondent opts to submit its Bid in electronic format:
 - a. Unless directed otherwise, all information required by the solicitation, including the forms, exhibits and questionnaires listed under Item 5.1. above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).

- b. All of the forms and questionnaires in the Invitation for Bids package are available upon request in Microsoft® Word to aid the Respondent in submitting its Bid in electronic format.
- 3. The file-naming conventions for the bid shall include:
 - a. Bid: IFB # Respondent's name (abbreviated) Due Date
Example: (IFB 28252 ABC Company 06.13.15)
 - b. Forms Example: (IFB 28252 ABC Company Form name 06.13.15)
- 4. All electronically submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive **MUST** be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed bid – **DO NOT SUBMIT YOUR BID BY E-MAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**
- 5. If the Respondent elects to submit electronically, only one copy of the Bid is required.

If you need assistance or have any questions about submitting in paper or electronic format, please e-mail or call Debi Edwards at dkedwards@sjrwmd.com or (386) 329-4866.

In the event you decline to submit a Bid, the District would appreciate submittal of the “No Response Form” provided at the end of the “FORMS” section to describe the reason for not submitting a Bid.

6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, 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 bidding procedures and assist bidders in referring to any applicable provision in the bid documents, but the bidder is ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of bids in order to be considered. Requests may be submitted by fax at (386) 329-4866 or by e-mail at dkedwards@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 opening of bids.

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids 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 bid, as submitted. All addenda become part of the Agreement.

7. BUDGET

The estimated budget for the first term of this solicitation is **\$74,000.**

The above amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate as to the total funds available for purchase of the Commodities. The District retains the right to adjust the estimated budget in awarding the Agreement. The District also reserves the right to reject any and all bids over this estimated budget amount. In addition, if all bids from responsive and responsible Respondents exceed

the estimated budget, the District reserves the right to increase, decrease, or delete any class, item, or part of the Commodities. The District may discuss alternatives for reducing the cost of the Commodities with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (GENERAL, and CLIENT REFERENCES) provided in the bid documents to document the minimum qualifications listed below. Failure to include these forms with the bid may be considered non-responsive.

- a. Respondent shall be registered and licensed to do business within the State of Florida. Use Certificate as to Corporation form to provide this information.
(District form)
- b. Respondent shall be registered with the U. S. Department of Transportation as required by 49 CFR Part 107, Subpart G. Provide copy of current Hazardous Materials Certificate of Registration with bid documents.
(Respondent-provided registration; label documentation)
- c. Respondent must provide three client references, which shall include client references from accounts currently serviced and receiving a minimum delivery of 500 gallons per month. If the District is cited, the evaluation team will use the project’s closeout documents and may consult with the District project manager.
(District form)

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to supply the Commodities. The District reserves the right to reject any bid if the evidence submitted by such Respondent and/or the District’s independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and provide the Commodities in a manner acceptable to the District within the time period specified.

9. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the bid as principal. If a firm or partnership submits the bid, state the name and address of each member of the firm or partnership. If a corporation submits the bid, an authorized officer or agent must sign the bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the bid or in substantial performance of the Project have been identified in the bid forms.

10. DISQUALIFICATION OF RESPONDENTS

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

- a. Contacting a District employee or officer other than the procurement employee named in Provision 2 of this solicitation about any aspect of this solicitation before the notice of intended decision is posted.

- b. Submission of more than one bid 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 bid;
- e. Information gained through checking of client references or other sources which indicates that Respondent may not successfully supply the Commodities;
- 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 supply the Commodities in a manner that meets the District's objectives for purchase of the Commodities.

11. REJECTION OF BIDS

Bids must be delivered to the specified location and received before the bid opening in order to be considered. Untimely bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other material irregularities. The District may consider incomplete any bid 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 bid.

The District reserves the right to reject any and all bids when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

12. WITHDRAWAL OF BIDS

Respondent may withdraw its bid if it submits such a written request to the District prior to the designated date and hour of bid opening. Respondent may be permitted to withdraw its bid no later than 72 hours after the bid opening for good cause, as determined by the District in its sole judgment and discretion.

13. AWARDING THE AGREEMENT

- a. The Agreement(s) will be awarded to the lowest responsive, responsible Respondent(s), being the Respondent(s) with the lowest Fixed Markup (per gallon) for each fuel site based on the estimated gallons (for a 12-month term) who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent(s)"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. 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 bids 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.

- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation 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 bids.
- d. If two or more bids 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; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; or (3) by lot.
- e. The District reserves the right to award an Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- f. All Respondents will be notified of the District's intent to award or decision to award an Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

14. EXECUTION OF AGREEMENT

Submittal of a bid binds the Successful Respondent to provide the Commodities that are the subject of this solicitation upon acceptance of the bid and execution of the Agreement by the District. Unless all bids are rejected, a contract substantially in the form included in these bid documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9;
- b. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent;
- c. All other information and documentation required by the Agreement.

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

15. NON-CONFORMANCE WITH SPECIFICATIONS

Equipment, material and/or services delivered to the District that does not conform to bid specifications may be returned and rejected.

16. WARRANTY

Respondent warrants that any Commodities furnished shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after delivery of the Commodities, unless otherwise specified herein. Any defective workmanship or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein.

In the event of breach of this warranty, Respondent shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. Respondent is responsible for all costs incidental to the repair, replacement, redesign, and testing of the Commodities. Respondent shall be afforded necessary and reasonable access to perform warranty work. If Respondent, upon notification of breach of warranty, does not promptly take steps to correct the breach, the District may correct the breach without waiving any other rights or remedies it may have, at law or otherwise, and Respondent shall reimburse the District for all expenses reasonably incurred in performance of such corrective action.

The express warranty set forth in this article shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

17. DIVERSITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Prime 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.

18. 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 consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

19. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation for Bids is intended to remain tangible personal property and not become part of a public work owned by the District.

20. NOTICES AND SERVICES THEREOF

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

www.demandstar.com. Onvia DemandStar may also be accessed through the District's website at *Floridaswater.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.

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 Bid Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via e-mail 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.

21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide the Commodities to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

22. PROTEST PROCEDURES

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 bid documents or addenda. 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 bids, proposals, or qualifications, 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.

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.

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.

Instructions to Bidders; Commodities

Date: 4-1-13; Revised 02-19-15

FORMS

BID FORM

This form to be included in bid submittal

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this bid as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in supplying the Commodities, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Commodities and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Commodities to be supplied.

Respondent agrees that if its bid is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to supply the Commodities covered by this bid and the Agreement in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respondent (firm name) _____ Date

Address

E-mail address

Signature _____ Telephone number

Typed name and title _____ Fax number

COST SCHEDULE

This form to be included in bid submittal

Bid to be opened at 2:00 p.m., August 14, 2018

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the Purchase and Delivery of Ultra Low Sulfur Diesel Fuel, subject to the terms and conditions of the Agreement, the undersigned proposes to supply the Commodities for the price contained in the following schedule (fill in all blanks).

If said bid exceeds the estimated amount previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Commodities, as may be determined by the District.

Respondents are reminded to refer to "PREPARATION AND ORGANIZATION OF BID DOCUMENTS" for information to be included with the bid package.

Prices shall be Free on Board (FOB) to St. Johns River Water Management District Fuel Sites as follows:

- Fuel Site 1 – Sunnyhill, 19561D SE Highway 42, Umatilla, Florida 32784 (Marion County);
- Fuel Site 2 – Lake George, 715 Joe Pittman Rd, Seville, Florida 32190 (Volusia County); and
- Fuel Site 3 – Lake Apopka Field Station, 25633 County Road 448A, Mt. Dora, Florida 32757 (Lake County).
- Fuel Site 4 - Fellsmere Pump Station, 1.5 miles south of the Fellsmere Recreation Area, Melbourne FL, 32904- 27°46'36.2"N 80°42'26.2"W (Indian River County)

RESPONDENTS ARE INVITED TO BID ON ANY OR ALL FUEL SITES. The District will choose one Successful Respondent for each fuel site. Should the Successful Respondent be unable at any time to accomplish the Work, the District will contact the Successful Respondent for another fuel site or the second low Respondent for the same fuel site to provide the Work. Costs must include, but not be limited to, equipment, labor, supervision, and incidentals necessary to complete all activities specified.

The only price to be bid is the "Fixed Markup." The Markup is the fee that shall include the Contractor's cost of operation, delivery costs, and profit. Although changes in fuel price without Markup may change during the course of this contract, the only change in fuel price will occur based on the most recently published OPIS Weekly Report on the day of the District's date of order. The Markup for each product shall remain fixed for the duration of the initial contract (October 1, 2015 to September 30, 2016) and all subsequent renewals (October 1, 2016 to September 30, 2017 and October 1, 2017 to September 30, 2018).

Award will be made for the lowest Fixed Markup (per gallon) for each fuel site based on the estimated gallons (for a 12-month term) as noted for each Fuel Site:

Fuel Site 1 – Sunnyhill – Umatilla (Marion County):
Estimated 15,000 gallons – Ultra Low Sulfur Diesel Fuel (two 6,000-gallon tanks) \$ _____/gallon
Fixed Markup per gallon

Fuel Site 2 – Lake George – Seville (Volusia County)
Estimated 1,500 gallons – Ultra Low Sulfur Diesel Fuel (550-gallon tank) \$ _____/gallon
Fixed Markup per gallon

Fuel Site 3 – Lake Apopka Field Station – Mt. Dora (Lake County)
Estimated 15,000 gallons – Ultra Low Sulfur Diesel Fuel (12,000-gallon tank) \$ _____/gallon
Fixed Markup per gallon

Fuel Site 4: Fellsmere Pump Station - (Indian River County)
Estimated 15,000 gallons – Ultra Low Sulfur Diesel Fuel (10,000-gallon tank) \$ _____/gallon
Fixed Markup per gallon

Note: Alternate bids for any or all of the items named above are not acceptable and will be rejected for non-compliance with the specifications.

I HEREBY ACKNOWLEDGE, as Respondent’s authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

_____ Date

_____ Respondent (firm name)

_____ Address

_____ E-mail address

_____ Signature

_____ Telephone number

_____ Typed name and title

_____ Fax number

CERTIFICATE AS TO CORPORATION

This form to be included in bid submittal

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Invitation for Bids and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the State of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

This form to be included in bid submittal

STATE OF _____

COUNTY OF _____

I, the undersigned, _____, being first duly sworn, depose and say that:

- 1. I am the owner or duly authorized officer, representative, or agent of: _____ the Respondent that has submitted the attached bid.
2. The attached bid is genuine. It is not a collusive or sham bid.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid in connection with the Agreement for which the attached bid has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.
5. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, State of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

This form to be included in bid submittal

As part of the bid, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

Name of Respondent: _____

Respondent’s tax identification No.: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years Respondent has experience in similar work described in the INSTRUCTIONS TO RESPONDENTS: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — CLIENT REFERENCES

This form to be included in bid submittal

Respondent must provide three client references, which shall include client references from accounts currently serviced and receiving a minimum delivery of 500 gallons per month. No more than one client reference may be from the District.

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Average amount of gallons delivered each month: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Average amount of gallons delivered each month: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Average amount of gallons delivered each month: _____

DRUG-FREE WORKPLACE FORM

Not required unless there is a tie bid

The Respondent, (business name) _____, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs 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
2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes 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 convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

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

By: _____

Title: _____

Date: _____

NO RESPONSE FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BID 28252
PURCHASE AND DELIVERY OF ULTRA LOW SULFUR DEISEL FUEL

Your reasons for not responding to this Invitation for Bids are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Bureau of Procurement Management no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too "general" (explain below)
- Insufficient time to respond to the Invitation for Bids
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet bid specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

**DRAFT AGREEMENT BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____
FOR THE PURCHASE AND DELIVERY OF ULTRA LOW SULFUR DIESEL FUEL**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571 and, _____ (“Contractor”), whose address is _____.

Contractor responded to the District’s Invitation for Bid (IFB) 33456 on August 14, 2018; and was awarded the bid pursuant to the terms of the IFB.

Accordingly, in addition to the attached Purchase Order Terms and Conditions, the District and Contractor agree to the following;

- The agreement shall be effective on October 1, 2018 upon execution by both parties and shall expire on September 30, 2021, unless renewed or amended by the parties.
- This Agreement may be renewed for two additional 12-month terms by the mutual and written consent of each party.
- The District will provide the specifications, receipt point location and details with each Purchase Order. The District’s Purchase Order will identify the amount of product needed, along with identification of any special delivery, schedule, or other requirements. The District makes no guarantee as to the actual amount(s) of product that will be purchased.
- The District’s Procurement Specialist is Debi Edwards. The District will determine the method best suited for issuing each order. Contractor guarantees the bid price as awarded in IFB 33456 through the term of the Agreement. Actual payment may be made via District Purchasing Card following product delivery and acceptance. The Contractor shall deliver to the District as specified within the District Purchase Order unless otherwise agreed to by District staff.
- Contractor must notify the District within ten days of any action or lapse that results in Contractor no longer meeting the minimum qualifications criteria in the solicitation.
- The District may terminate this Agreement without cause upon 30 days written notice. In such event Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, the District may terminate this Agreement for cause on ten days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, the District may take possession of and finish the Work by whatever method(s) the District deems expedient.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth below.

St. Johns River Water Management District
Ann B. Shortelle, Ph.D., Executive Director, or Designee

Date: _____

CONTRACTOR

(By signing below, you accept the terms and conditions of this Agreement and represent that you have the necessary authority to sign on behalf of your company.)

(Sign here) _____

Print Name: _____

Title: _____

Date: _____

Attachments

Attachment A: Purchase Order Terms and Conditions

Attachment B: Statement of Work

ATTACHMENT A – PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions of this Purchase Order (Order) apply unless expressly superseded by a separate written agreement between the parties.

COMMODITY PURCHASES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract under the terms and conditions contained on this and the reverse side when accepted by Seller, either by acknowledgment or by commencement of shipment. No changes may be made in this Order without the authorization of purchaser, St. Johns River Water Management District (SJRWMD). Neither Seller nor SJRWMD may assign any portion of this Order without the prior consent of the other.
2. All rights and obligations of the parties are governed by the provisions of the Uniform Commercial Code - Article 2, Sales; Chapter 672, Florida Statutes ("F.S.").
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by SJRWMD. SJRWMD reserves the right to cancel this Order, or any part thereof, without obligation if delivery is not made on the times(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the SJRWMD receiving section. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. SJRWMD may reject any goods that are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by SJRWMD. Rejected goods will be returned to Seller at Seller's risk and expense. SJRWMD has no further obligations with regard to rejected goods.
5. Separate invoices are required for each Order. In the absence of a separate agreement between the parties, full payment will be made within 45 days of inspection and acceptance of goods. Invoices must be received within 15 days of delivery.
6. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will not be accepted and will be returned to Seller at Seller's risk and expense.
7. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of SJRWMD.
8. In the event of a default or breach by the Seller, which results in a cost increase to SJRWMD, SJRWMD may procure articles or services from other sources and charge Seller as liquidated damages any excess costs.
9. All materials, drawings or other items provided by SJRWMD to Seller remain the property of SJRWMD and will be returned to SJRWMD upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of SJRWMD.
10. The items covered by this Order will comply with all federal, state or local laws relative thereto. Seller shall defend all actions or claims brought against SJRWMD, and hold and save SFRWMD harmless from all losses, costs or damages, related to actual or alleged infringement of letters of patent or copyright, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered Seller warrants that all products, equipment, supplies, and services delivered under this Agreement shall be covered by the industry standard of better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials. Seller agrees to assist SJRWMD in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the District.
11. SJRWMD is exempt from any sales, excise, or federal transportation taxes, and from the provisions of the Robinson Patman Act.
12. In accordance with Chapter 442, F.S., Seller will advise SJRWMD if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
13. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the laws of the State of Florida. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.

14. Pursuant to chapter 760, F.S., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. 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, 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 consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
16. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, F.S., in Seller's business under this Order, or shall have any such interest during the term hereof. Pursuant to section 216.347, F.S., any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.

ATTACHMENT B – STATEMENT OF WORK

The following specifications are intended to cover the purchase and delivery of ultra-low sulfur diesel fuel as required for three District fuel sites (one each in Marion, Volusia, Lake and Indian River Counties). The fuel shall be free from water, grit, acid, and fibrous or other foreign matter likely to clog or injure pumps, nozzles, or valves (free of foreign matter and impurities). The fuel site locations, with tank storage capacity, have been identified on the Bid Cost Schedule and the attached Fuel Site Location Maps.

The Contractor shall, without additional cost to the District, be responsible for obtaining any necessary licenses and permits, and for complying with any and all Federal, State and Local laws, Codes and Regulations in connection with performance of this work.

Contractor must have an office with staff, a dedicated phone line, a fax machine, and email address; and must be able to respond within 24 hours of being contacted for any matter pertaining to this work.

Delivery of Fuel:

Fuel will be ordered on an “as needed” basis. The District will provide Contractor a minimum of a 24-hour notice prior to required deliveries. Contractor shall provide delivery to the fuel sites between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded, unless otherwise specified. Location maps for each Fuel Site are attached. The District will maintain all fuel sites and ensure access for deliveries.

The Contractor is responsible for ensuring that their company drivers are familiar with all delivery locations. Contractor shall provide a proof of delivery (delivery ticket) with each fuel delivery. The delivery ticket shall show the name of the individual responsible for the delivery of the fuel and must be signed by the District’s on-site representative. Contractor shall leave one copy of the delivery ticket with the District representative at the time of delivery; and shall provide one copy of the delivery ticket with the invoice.

Prior to unloading fuel, District and Contractor representatives shall measure the fuel level in the District’s tanks. District and Contractor representatives shall measure the fuel level again after fuel has been unloaded.

The District will maintain all fuel tanks in good working order for the duration of the contract. The District is responsible for all required permits pertaining to fuel storage and handling in accordance with all local, state and federal laws for each District fuel site. The District prefers that delivery vehicles equipped with meters make the fuel delivery.

Economic Price Adjustment:

The prices payable under this contract shall be adjusted, upward and downward, in accordance with changes published in the Oil Price Information Service (OPIS) weekly reports, and in accordance with all other provisions of this economic price adjustment clause. The Contractor shall warrant that the prices set forth in this agreement do not include any contingency allowance to cover the possibility of annual increases. The Contractor also agrees to subscribe to the OPIS weekly reports publication.

Markup:

The Markup is the fee that shall include the Contractor's cost of operation, delivery costs, and profit. The only change in price will occur based on the published OPIS weekly report. The Markup for each product shall remain firm for the duration of the initial contract (October 1, 2018 to September 30, 2019) and all subsequent renewals (October 1, 2019 to September 30, 2020 and October 1, 2020 to September 30, 2021).

Reference Price:

The term "reference price" means the five-day average price as published weekly by OPIS in the weekly in the PAD 1 Report for individual items by product and market area.

Date of Delivery:

The term "Date of Delivery" means the date product is received by the District. The date on the cover of the PAD 1 Report reflects the week previous to and including that day's date.

Price Adjustment:

Price adjustments under this contract shall be cent-for-cent with any increase or decrease occurring in the OPIS reference price applicable to a particular item (subsequent to the date on which the base reference price is established) with or without prior notice from the Contractor.

- (a) The determination of the price payable for each delivery of a particular item of supply shall be the reference price for the item as first published during the calendar week in which the delivery is made or in the event there is no publication in that week, it shall be the pre-selected reference price for the item as last previously published.
- (b) No upward price adjustment shall be due or apply to items of supply, which were required in accordance with contract terms to be delivered prior to the effective date, unless the Contractor's failure to make earlier delivery results from causes which are beyond the control of and without the fault or negligence of the Contractor.
- (c) The Contractor warrants that the prices invoiced shall be in accordance with these price adjustment provisions.
- (d) In the event any applicable published reference price is discontinued or its method of derivation is altered substantially, or otherwise consistently fails to reflect market conditions, this contract may be amended effective on the date such reference price is discontinued, altered, or the date such reference price began to consistently fail to reflect market conditions, and a comparable reference price substituted.

Invoices and Payments:

Contractor shall submit itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571, or (2) by e-mail to *acctpay@sjrwmd.com*. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

The invoice prices shall reflect the actual date of delivery. The Contractor shall provide a copy of the delivery ticket with each invoice and a copy of the OPIS weekly report applicable to each fuel delivery.

The District project manager will verify that invoice prices comply with the OPIS report. The Contractor shall provide a price breakdown on each invoice that includes the OPIS rate and the Firm Differential that totals the price per gallon. The Contractor shall submit invoices for fuel in sufficient detail for a proper pre-audit and post-audit.

Contract Term:

The first term of the proposed contract is October 1, 2018 – September 30, 2019, with the option to renew for two (2) additional twelve-month periods (October 1, 2019 – September 30, 2020 and October 1, 2020 – September 30, 2021).

Prices shall be Free on Board (FOB) to St. Johns River Water Management District Fuel Sites as follows:

Fuel Site	Location	Fixed Markup Price per Gallon
1	Sunnyhill, 19561D, SE Highway 42, Umatilla, Florida 32784 (Marion County)	\$
2	Lake George, 715 Joe Pittman Rd, Seville, Florida 32190 (Volusia County)	\$
3	Lake Apopka Field Station, 25633 County Road 448A, Mt. Dora, Florida 32757-9708 (Lake County)	\$
4	Fellsmere Pump Station, 1.5 miles south of the Fellsmere Recreation Area, Melbourne FL, 32904- 27°46'36.2"N 80°42'26.2"W (Indian River County)	\$

Contact Information/Ordering Instructions:

Contact Information: _____
 Name: _____
 Phone: _____
 Email: _____

Mailing Instructions:

Attn: _____
 Company Name _____
 Address: _____

Email: _____

Faxing Instructions: (No cover sheet is required; do *not* mail the original)

Fax No.: _____

ATTACHMENT C – INSURANCE REQUIREMENTS

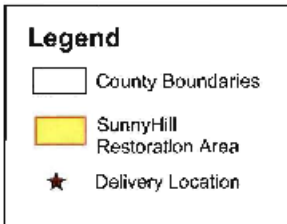
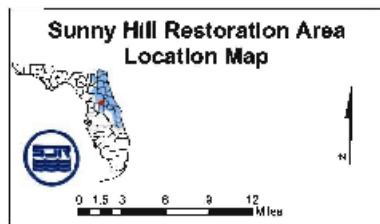
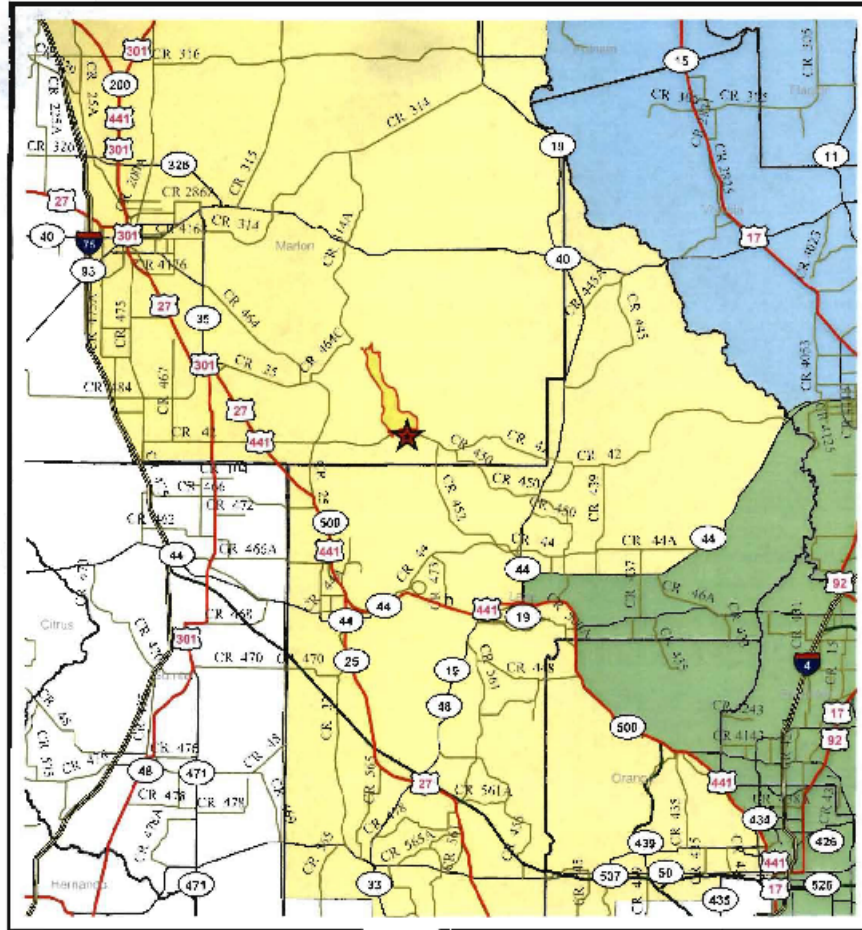
Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall name 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 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 \$500,000 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 requirements of Florida law.
- (d) **Umbrella Liability.** With limits of \$1,000,000.
- (e) **Pollution/Environmental Impairment Liability.** (per claim) \$500,000 single limit.

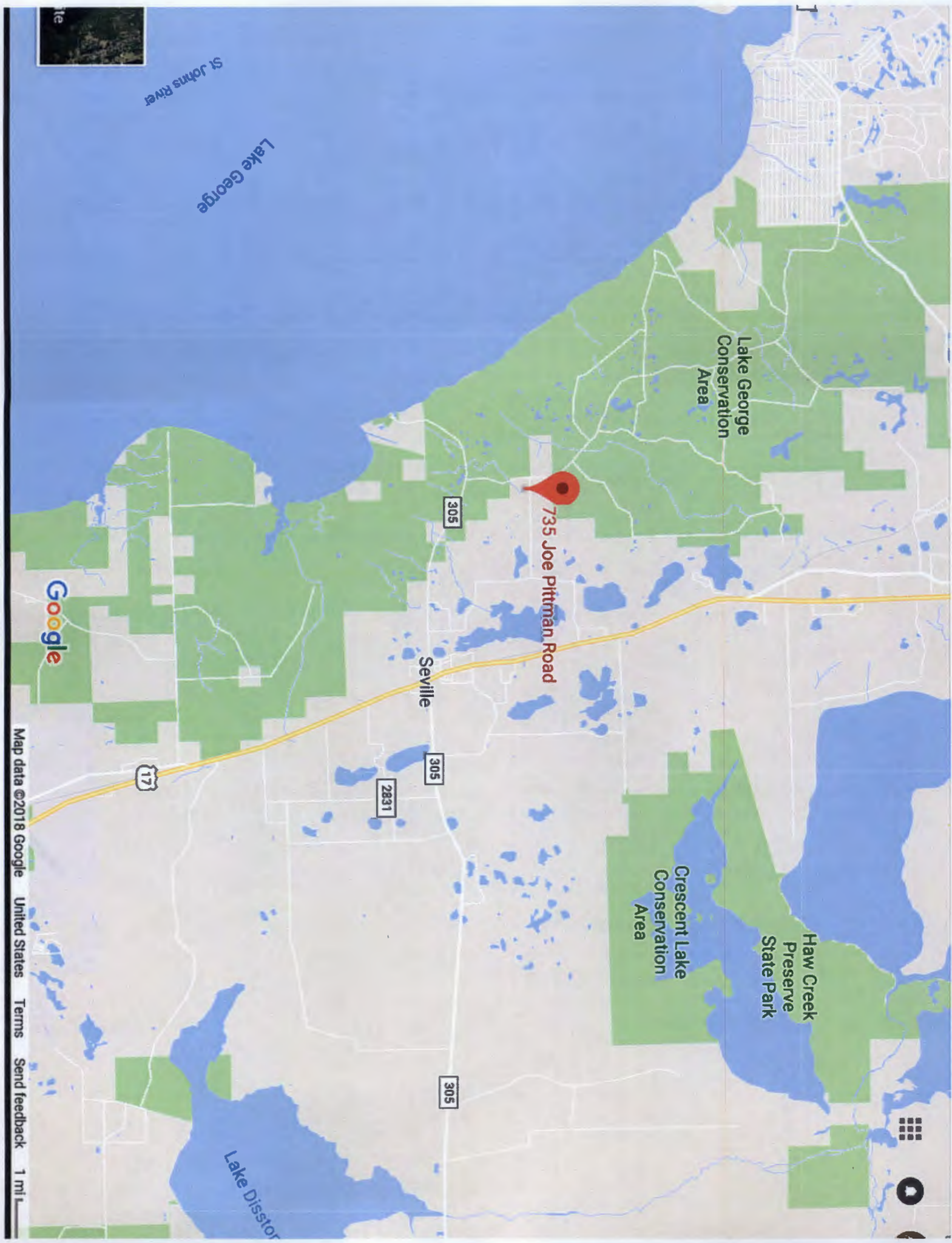
EXHIBITS

FUEL SITE 1 – SUNNYHILL



The Sunny Hill Water Management District provides this information for informational purposes only. This information may not be used for other purposes. It is provided as provided and is not a warranty, representation, or guarantee. For more information, contact the Sunny Hill Water Management District, 10000 Highway 19, P.O. Box 1426, 32947 Fort Pierce, Florida 34947-1426. Tel: 888-332-4176.

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Lake George
St Johns River

Lake George
Conservation
Area

735 Joe Pittman Road

Seville

Crescent Lake
Conservation
Area

Haw Creek
Preserve
State Park

Lake Distort

Google

Map data ©2018 Google United States Terms Send feedback 1 mi

FUEL SITE 4- FELLSMERE

