



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 floridaswater.com.

August 10, 2021

Interested Firms

Re: Quote Request 37116 Purchase and Delivery of Ultra Low Sulfur Diesel Fuel

Dear Contractor,

The District is requesting quotes for the above referenced commodity from qualified firms who have experience in providing these services. This letter is forwarded to you as an invitation to provide a quote based on the Statement of Work (SOW) attached as Exhibit 1. The quote shall include all labor, materials, insurance, and other related costs for the services described in the SOW. The District plans to issue a one-year agreement with two 12-month renewals.

If you are interested in submitting a response, fax or email (preferred) your quote in PDF format ***before 5:00 p.m. on Thursday September 9, 2021.*** Reproduction of the cost schedule may be used to submit a price. All quotes must be submitted as an attachment to an e-mail addresses to Debi Edwards, Procurement Specialist, at dkedwards@sjrwmd.com or faxed to (386) 329-4546.

Minimum Qualifications:

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

1. 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)*
2. 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)*
3. Respondent must provide two 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)*

The estimated budget for the first term of this project (October 1, 2021 to September 30, 2022) is \$95,000.

If you have any further questions, Debi Edwards, Procurement Specialist may be reached at (386) 329-4866 or at dkedwards@sjrwmd.com. Thank you for your consideration of this request.

EXHIBIT 1 - STATEMENT OF WORK
EXHIBIT 2 - COST SCHEDULE
EXHIBIT 3 - INSURANCE REQUIREMENTS
EXHIBIT 4 - QUALIFICATION FORMS
DRAFT AGREEMENT

NOTE: Please check the box provided below if you are unable to provide a quotation for this item at this time and return this page by fax (386-329-4546) to my attention or e-mail it to gsmith@sjrwmd.com.

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

Respondent's Signature

Respondent's Company Name

EXHIBIT 1 – 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, 2021 to September 30, 2022) and all subsequent renewals (October 1, 2022 to September 30, 2023 and October 1, 2023 to September 30, 2024).

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.

EXHIBIT 2 - COST SCHEDULE

Include this form in the response

Bid to be opened at **2:00 p.m., September 9, 2021**

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.

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);
- 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 QUOTE 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, 2021 to September 30, 2022) and all subsequent renewals (October 1, 2022 to September 30, 2023 and October 1, 2023 to September 30, 2024).

-Continued on next page-

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

EXHIBIT 3 — INSURANCE

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 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
- (d) **Umbrella Liability.** With limits of \$1,000,000
- (e) **Pollution/Environmental Impairment Liability.** Minimum limits \$1,000,000 (single claim)

EXHIBIT 4 – QUALIFICATIONS - GENERAL
(This form to be included with quote submittal)

As part of the quote request, 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 quote request of 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 **two** 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: _____

DRAFT AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND CONTRACTOR FOR COMMODITY OR SERVICE

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

Contractor responded to the District’s IFB 37116 on September 9, 2021 and was awarded the contract.

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

1. The agreement shall be effective upon execution by both parties commencing on October 1, 2021 expiring September 30, 2022, with the option to renew for two (2) additional twelve-month periods (October 1, 2022 – September 30, 2023 and October 1, 2023– September 30, 2024).
2. 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 that will be purchased.
3. A District Purchase Order will be let per fiscal year. Contractor guarantees the bid price of through the term of the Agreement. Contractor shall deliver the commodities to the District as specified within the District Purchase Order unless otherwise agreed to by District staff.
4. 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.
5. 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.

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

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 — SOW/Cost Schedule

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. Terms and conditions on the face of this Order supersede the printed terms and conditions below.

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 SJRWMD harmless from all losses, costs or damages, related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods

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 §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.

- (e) 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.
- (f) 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.
- (g) The Contractor warrants that the prices invoiced shall be in accordance with these price adjustment provisions.
- (h) 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, 2021 – September 30, 2022, with the option to renew for two (2) additional twelve-month periods (October 1, 2022 – September 30, 2023 and October 1, 2023– September 30, 2024).

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:

Fax No.: _____