

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services



ST. JOHNS RIVER
S T A T E C O L L E G E

Invitation to Bid

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

Bids Due: **Thursday, July 14, 2022 @ 2:00 PM**

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

1.0 INTRODUCTION/REQUIREMENT OVERVIEW

2.0 GENERAL TERMS AND CONDITIONS

3.0 CONTRACT TERM

4.0 SCHEDULE

5.0 SPECIFICATIONS

6.0 FORMS

1.0 INTRODUCTION/REQUIREMENT OVERVIEW

1.1. St. Johns River State College (SJR State) serves students in Putnam, St. Johns, and Clay counties. **SJR State is soliciting sealed bids for the purchase and delivery of unleaded gasoline and diesel fuel to its campuses in Palatka, St. Augustine, and Orange Park.** The contract for this ITB will be awarded to the vendor who best meets the need of the college.

1.2. **In addition to regular deliveries, and as part of this bid, SJR State also requires the following:**

1.2.1. At the Palatka Campus, provision of a 500-gallon capacity above ground unleaded gasoline storage/pumping tank, a 280-gallon capacity above ground diesel storage/pumping tank, and a 50-gallon capacity above ground non-ethanol unleaded gasoline storage/pumping tank.

1.2.2. At the Orange Park Campus, provision of a 500-gallon diesel storage/pumping tank.

1.3. SJR State is a political subdivision of the State of Florida and is exempt from payment of federal excise tax and Florida state sales tax. The applicable numbers are: Florida Sales Tax Exemption Certificate Number 85-8013170533C-4; Federal Identification Number 59-1033399.

1.4. Interpretation of the wording of, and responses to, questions concerning this ITB shall be the responsibility of the College and will be communicated via the Director of Purchasing and Auxiliary Services, and shall be final. Questions and requests for clarifications should be directed in writing to Keith Martin via email at keithmartin@sjrstate.edu, and will be accepted until the deadline listed in paragraph 4.0 of this ITB. Replies will be issued by return email to the originator, and included as an addenda to this document.

1.5. In accordance with Florida Statute 287.133, a person, entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submission, the bidder certifies compliance with FS 287.133.

2.0 GENERAL TERMS AND CONDITIONS

2.1. All Bidders submitting a response to this ITB understand and agree that the affirmative act of submitting a

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

response constitutes acceptance of and agreement to the General Terms and Conditions. Bidders are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The basis for award, if awarded, is to the lowest or best bid which meets the conditions and specifications. The College is not necessarily bound to accept the lowest bid if it is not in the best interests of the College.

2.2. ITB DATE AND TIME: All Bids must be delivered to the SJR State Purchasing Department, Palatka Campus Business Office, before 2:00pm on Thursday, July 14, 2022. All bids must be in a **SEALED** package. Indicate your **company name and the ITB number** on the outside of your **SEALED** bid envelope to assist the College in identifying your bid. Bids received after due date/time will not be accepted. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that may cause a bid to be late. The College is not responsible for any expense, including expedited delivery, incurred by the Bidder in responding to this ITB. To be considered responsive your bid shall be signed by an authorized employee/officer with the authority to bind a contract. Bid packages must include one (1) original copy and five (5) duplicate copies. Original document must be marked "ORIGINAL" and must have original signatures.

ADDRESS FOR BIDS

Bids will be mailed, or hand delivered to:

St. Johns River State College

c/o Director of Purchasing & Auxiliary Services

Office of Business Affairs, Building "A"

5001 St. Johns Ave

Palatka, Florida 32177

2.3. PUBLIC BID OPENING: St. Johns River State College will conduct a public bid opening as noted in Paragraph 4.0. Sealed bids, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, or final replies, whichever is earlier. By submitting a response to this solicitation, the bidder acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request, notwithstanding any confidentiality clauses or labels contained in such documents.

2.4. POSTING OF RECOMMENDATION OF AWARD: The College's recommendation of award will be posted to www.sjstate.edu/purchasingdept.html

2.5. IDENTICAL OR TIED BIDS: The decision for the award of tied bids shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Bidders. If still tied, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a drug-free workplace program. If still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service-Disabled Veteran Owned businesses certified by the State Department of Management Services to break a tie bid, and award to a certified Service-Disabled Veterans owned businesses when all other things are equal.

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

2.6. PROTESTS: Protests shall be served to Dr. Lynn Powers, Senior Vice President/Chief Financial Officer, and Keith Martin, Director of Purchasing and Auxiliary Services, 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Dr. Lynn Powers and Keith Martin at 386-312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal written protest, or failure to post the bond or other security shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

2.7. ADVERTISING: In submitting a bid, Bidder agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

2.8. APPLICABLE LAW: The bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances and regulations. This ITB, and the contract to be executed in connection with the award of this ITB, must be in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The contract, when entered into, shall be constructed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Contractor hereby agree that venue shall be in Putnam County, FL.

2.9. ASSIGNMENT: If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of SJR State.

2.10. BOND: A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

2.11. CONFLICT OF INTEREST: Award of this ITB is subject to Chapter 112 Florida Statutes concerning conflict of interest. **All Bidders must disclose** the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches or dealerships.

2.12. PERSONNEL: Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. If the College, in the College's sole opinion, determines for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide a qualified replacement. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

2.13. E-VERIFY: In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system to verify employment eligibility of all employees hired during the term of the Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

2.14. PUBLIC RECORDS: To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

2.14.1. Keep and maintain public records required by COLLEGE to perform the service.

2.14.2. Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

2.14.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COLLEGE.

2.14.4. Upon completion of the contract, transfer, at no cost to COLLEGE, all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COLLEGE, upon request from COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of COLLEGE.

2.14.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

DR. GILBERT EVANS (GILBERTEVANS@SJRSTATE.EDU), (386)312-4127
5001 ST. JOHNS AVE
PALATKA, FL 32177

2.14.6. THE CONTRACTOR ACKNOWLEDGES THAT SJR STATE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SJR STATE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

2.15. RESPONSE MATERIALS: Any material submitted in response to this ITB becomes the property of the College upon delivery to the Office of the Director of Purchasing and Auxiliary Services and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful bidder. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

2.16 SAFETY REQUIREMENTS: The Contractor, by submitting a bid, agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

2.17. WITHDRAWAL OF BID: Bid may be withdrawn by written notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.18. COOPERATIVE PURCHASE AGREEMENT: The college has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Section 1010.04, Florida Statutes. As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c), and with the consent and agreement of the successful Respondent(s)/Bidder(s), purchases may be made under this ITB/Bid Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/bid solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the ITB/Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Respondent(s)/Bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this ITB/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

2.19. INSURANCE: The awarded Contractor shall furnish a current Certificate of Insurance to the College's Director of Purchasing & Auxiliary Services prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided 30-day written notice if your policy lapses for any reason. This certificate must include the College Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit Each Accident
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate

2.20. CONTACT: All prospective bidders are hereby instructed not to contact any member of the District Board of Trustees or St. Johns River State College staff member, other than the contact person indicated in Paragraph 1.4. of this ITB, prior to contract award. Any such contact shall be cause for disqualification. Exceptions are during any pre-bid meeting and if oral presentations are required.

3.0 CONTRACT TERM

3.1. If awarded, the successful bidder will enter into a contract with the College based on the ITB specifications and their bid for a period of three years (36 months). SJR State has the option and reserves the right to extend the contract beyond the initial period for three (3) additional twelve (12) month periods by mutual consent of the parties. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period(s). Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term. The contract, if awarded, may be cancelled without cause by SJR State College with 30 days prior written notice to the awarded bidder.

4.0 SCHEDULE

4.1. The following schedule is a general guideline for issuance and recommendation of award of this ITB and contract. The College may change the dates of any events, and any changes to this schedule will be posted on the webpage dedicated to this ITB. The information can be found at: www.sjstate.edu/purchasingdept.html. Also, if you intend to submit a bid, please keep in touch with Keith Martin, SJR State Director of Purchasing

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

and Auxiliary Services, by email at keithmartin@sjrstate.edu. Our goal is to provide you as much information as possible to allow you to provide the best possible value to the College.

Issue ITB_____	Thursday, June 23, 2022
Written questions due No Later Than (NLT) 2:00pm_____	Thursday, July 7, 2022
*Submit via email keithmartin@sjrstate.edu	
Bids Due NLT 2:00pm, Palatka Campus, Business Office NLT 2:00pm_____	Thursday, July 14, 2022
Public Opening of Bids, Palatka Campus, Valhalla Hall, 3:00pm_____	Thursday, July 14, 2022
Issue Intent to Award_____	Thursday, July 14, 2022
Issue Bid Award - Assumes no protests_____	Wednesday, July 20, 2022

4.2.4. AMERICANS WITH DISABILITIES ACT OF 1990: If special accommodations are required in order to attend any Public Meeting, Tour of Grounds, etc., contact the Director of Purchasing & Auxiliary Services via email at keithmartin@sjrstate.edu or phone at 386-312-4156.

4.3. PUBLIC BID OPENING: The College will conduct a public bid opening at 3:00pm on July 14, 2022. The meeting will be held on the Palatka Campus in Valhalla Hall, Room A-152. The meeting is open to the public. Bidders are welcome to attend but will not have the opportunity to speak.

5.0 SPECIFICATIONS

5.1. ERRORS AND OMISSIONS: Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Purchasing Coordinator in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications.

5.2. EQUIPMENT/MATERIALS/LABOR: It will be the responsibility of the successful bidder to supply all materials, tools, labor, etc. for the service to be performed as specified.

5.3. SERVICE AT THE PALATKA CAMPUS – located at 5001 St. Johns Ave, Palatka FL 32177.

5.3.1. Purchase and delivery of unleaded gasoline on a **weekly basis**, including the provision of a 500-gallon capacity, above ground, unleaded gasoline storage/electrical pumping tank. Tank to include a fuel level indicator gauge. Pump shall be equipped with meter to determine the amount of fuel being pumped. Pump volume meter to display in U.S. gallons and gallon tenths. Tank to be located at the Maintenance Facility. The weekly schedule will be set up between the Facilities Director and the contractor.

5.3.2. Purchase and delivery of non-ethanol unleaded gasoline on an **as-needed basis***, including the provision of a 50-gallon capacity above ground unleaded gasoline storage/manual operated pumping tank. Tank to be located at the Maintenance Facility. *As-needed will be agreed upon by the Facilities Director and the contractor, based on mutually agreeable notification and lead time requirements for each campus.

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

5.3.3. Purchase and delivery of diesel fuel gasoline on an **as-needed basis**, including the provision of a 280-gallon capacity above ground unleaded gasoline storage/ manual operated pumping tank. Tank to be located at the Maintenance Facility.

5.4. SERVICE AT THE ORANGE PARK CAMPUS – located at 283 College Drive, Orange Park FL 32065.

5.4.1. Purchase and delivery of unleaded gasoline and diesel fuel as follows:

5.4.1.1. Unleaded gasoline on an **as-needed basis** to top-off a 300-gallon capacity above ground unleaded gasoline storage/pumping tank located at the Maintenance Facility.

5.4.1.2. Diesel fuel on an **as-needed basis**, including the provision of a 500-gallon tank to fuel three generators easily accessible on the Orange Park Campus.

5.5. SERVICE AT THE ST. AUGUSTINE CAMPUS – located at 2990 College Drive, St. Augustine, FL 32084.

5.5.1. The purchase and delivery of unleaded gasoline and diesel fuel as follows:

5.5.1.1. Unleaded gasoline on an **as-needed basis** to top-off a 400-gallon capacity above ground unleaded gasoline storage/pumping tank located at the Maintenance Facility.

5.5.1.2. Diesel fuel on an **as-needed basis** to fuel one generator easily accessible on the St. Augustine Campus.

5.6. PRICING:

5.6.1. Pricing for the purchase of unleaded gasoline including delivery cost, and pricing for the purchase of diesel fuel including delivery cost shall be based on the Oil Price Information Service (OPIS) (conventional clear and No 2 distillate) gross prices report of Jacksonville, Florida, for the preceding week or day plus or minus a firm fixed price increment for the contract period or any subsequent renewal periods. Invoices should reflect the OPIS price and the fixed price increment. Bidders are expected to specify if the weekly or daily OPIS price will be used, and the same interval (daily or weekly) shall be used for the duration of the contract term.

5.6.2. Pricing for the storage/pumping tanks will be either a monthly rental fee inclusive of delivery and installation charges or a lump-sum purchase price inclusive of delivery and installation charges at the option of the College.

5.7. SPECIAL TERMS & CONDITIONS: The successful bidder or bidders shall ensure that fuels delivered to the College campuses, or storage/pumping tanks provided, are in compliance with all applicable federal, state, and local environmental regulations.

5.8. SPILL PREVENTION: The successful bidder or bidders shall maintain a procedure to follow in the event that there is a fuel spill during the performance of the contract. In the event of a fuel spill, the driver/company shall

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

immediately notify the Director of Facilities. The driver/ company shall proceed with clean-up of spilled fuel immediately in compliance with all applicable federal, state, and local environmental regulations. The successful bidder shall be solely responsible for all costs incurred during fuel spill clean-up, including any continuing investigations and/or site remediation that may be required by environmental regulations.

6.0 FORMS

6.1. BID CHECKLIST: This form is provided for the convenience of the bidder. Not required to be submitted.

6.2. BID COVER SHEET: Bidder must complete all information requested on the BID COVER SHEET provided. **The Bid Cover Sheet is to be the first page of the bidder's response.**

6.3. PRICING PROPOSAL FORM, 2 PAGES: Ensure both pages are completed.

6.4. VENDOR BUSINESS PROFILE

6.5. IRS W-9

6.6. NON-DISCRIMINATION IN EMPLOYMENT FORM: St. Johns River State College does not discriminate against any person in its programs, activities, policies, or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

6.7. PUBLIC ENTITY CRIMES FORM: Vendors convicted of a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold, as per State of Florida Statute 287.133 (2) (a). The bidder must acknowledge compliance with this statute and its intent.

6.8. DRUG-FREE WORKPLACE CERTIFICATION: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

6.9. INDEMNIFICATION AGREEMENT: The vendor agrees to indemnify, defend, and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents, and other representatives, individually and collectively from and against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the vendor. For our purposes, claims/liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest, or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels, incurred or suffered by the College. Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this ITB and the Agreement; (b) any disputes, actions, or other liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this ITB or the Contract executed in connection with this ITB; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this ITB. This indemnification shall survive termination of the ITB, and the contract executed in connection with the ITB. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

6.10. REFERENCES: Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the bidder not provided as part of the bid. Please provide a minimum of three references and a maximum of five.

6.11. LEGAL ISSUES: The Bidder must indicate if there are any:

6.11.1. Suits or proceedings pending, or to the knowledge of the Bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Bidder or the employees to be used in providing the services, which, if adversely determined, will have a material adverse effect on the ability of the bidder or any of its employees to perform their obligations as stated in their response.

6.11.3. The Bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the Bidder. If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

6.12. COPY OF LICENSE TO DO BUSINESS IN THE STATE OF FLORIDA.

6.13. ADDITIONAL INFORMATION, if needed. In addition to the required information, the Bidder may include any additional information which may be helpful to the College in analyzing the Bidder's ability to provide the desired service, as noted in this ITB.

Bid Forms to Follow this Page

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

BID CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A BID AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/BID ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (BIDDER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required; one (1) original hard copy, five (5) duplicate copies of each of the following:

- Bid Cover Sheet
- Pricing Proposal Form, 2 pages
- Vendor Business Profile
- IRS Form W-9
- Non-Discrimination in Employment Form
- Public Entity Crimes Form
- Drug-Free Work Place Certification
- Hold Harmless and Indemnification Agreement
- References
- Legal Issues
- Copy of License to do business in the State of Florida
- *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- *Additional Information – if applicable

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

BID COVER SHEET

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has not divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.)

Failure to sign this form may result in your bid being deemed as Non-Responsive.

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Print): _____

BY: SIGNATURE (Sign): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

PRICING PROPOSAL FORM, PAGE 1 OF 2

Contractor Name: _____

Authorizing Signature: _____

The contractor shall complete the form below identifying the cost at which SJR State will be billed for services as described in paragraph 5.0.

PALATKA CAMPUS BASE BID:

Purchase Including Delivery of Fuel (based on OPIS pricing listed in scope of services):

Unleaded Gasoline:	Plus or minus firm fixed price increment	_____
Non-Ethanol Unleaded Gasoline:	Plus or minus firm fixed price increment	_____
Diesel:	Plus or minus firm fixed price increment	_____

ALTERNATE 1 (RENTAL/LEASE OF TANKS FOR THE PALATKA CAMPUS):

Provision of a 500 Gallon Capacity Above Ground Unleaded Gasoline Storage/Pumping Tank

Monthly Rental Fee, if any:	New _____	Used _____
One-Time Delivery/Installation Fee, if any:	New _____	Used _____

Provision of a 280 Gallon Capacity above Ground Diesel Storage/Pumping Tank:

Monthly Rental Fee, if any:	New _____	Used _____
One-Time Delivery/Installation Fee, if any:	New _____	Used _____

Provision of a 55 Gallon Capacity above Ground Non-Ethanol Unleaded Gasoline Storage/Pumping Tank:

Monthly Rental Fee, if any:	New _____	Used _____
One-Time Delivery/Installation Fee, if any:	New _____	Used _____

ALTERNATE 2 (PURCHASE OF TANKS & INSTALLATION FOR THE PALATKA CAMPUS):

Provision of a 500 Gallon Capacity Above Ground Unleaded Gasoline Storage/Pumping Tank

Purchase price inclusive of delivery and installation: New _____ Used _____

Provision of a 280 Gallon Capacity above Ground Diesel Storage/Pumping Tank:

Purchase price inclusive of delivery and installation: New _____ Used _____

Provision of a 55 Gallon Capacity above Ground Non-Ethanol Unleaded Gasoline Storage/Pumping Tank:

Purchase price inclusive of delivery and installation: New _____ Used _____

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

PRICING PROPOSAL FORM, PAGE 2 OF 2

ORANGE PARK CAMPUS BASE BID:

Purchase Including Delivery of Fuel (based on OPIS pricing listed in scope of services):

Unleaded Gasoline: Plus or minus firm fixed price increment _____

Diesel: Plus or minus firm fixed price increment _____

ALTERNATE 1 (RENTAL/LEASE OF TANK FOR THE ORANGE PARK CAMPUS):

Provision of a 500 Gallon Capacity Above Ground Diesel Storage/Pumping Tank

Monthly Rental Fee, if any: New _____ Used _____

One-Time Delivery/Installation Fee, if any: New _____ Used _____

ALTERNATE 2 (PURCHASE OF TANK & INSTALLATION FOR THE ORANGE PARK CAMPUS):

Provision of a 500 Gallon Capacity Above Ground Diesel Storage/Pumping Tank

Purchase price inclusive of delivery and installation: New _____ Used _____

ST. AUGUSTINE CAMPUS BASE BID:

Purchase Including Delivery of Fuel (based on OPIS pricing listed in scope of services):

Unleaded Gasoline: Plus or minus firm fixed price increment _____

Diesel: Plus or minus firm fixed price increment _____

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

Vendor Business Profile

Vendor should complete all requested information as indicated by the 'grey' boxes

Identification Information:			
Vendor Name (Legal Name & d/b/a):			
Corporate Address:		Phone Number:	
City, State & Zip Code:		Fax Number:	
Remit to Address:		Email Address:	
City, State & Zip Code:		Web Address:	

Contact Information:			
Name:		Phone Number:	
Title:		Email Address:	

Vendor Information:			
1. Describe the type of business or service provided:			
2. Is the vendor a 1099 recipient?			
3. List the Appropriate Federal Tax Classification (Sole Proprietor, C-Corp, S-Corp, Partnership, LLC, Other)			
4. Is the vendor at least 51% owned, controlled and actively managed by a minority person?			
If yes to #4, submit the State of Florida MBE/WBE Certification Number			
If yes to #4, list the appropriate minority classification: (African American, Hispanic, Asian American, Native American, American Woman, Service Disabled Veteran)			
5. Conflicts of Interest: List any state employee who owns, directly or indirectly, an interest of five percent or greater in the firm or any of its branches			
6. List the officers of the corporation, partners or principal members of the firm and their titles	Name/Title		
	Name/Title		
	Name/Title		
	Name/Title		
It is the sole responsibility of the vendor to promptly notify SJR State College with any and all changes to this application. Certification: I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the State of Florida, my firm is in compliance with Chapter 112, Florida Statutes, conflicts of interest and that I have disclosed the name of any state employee who owns, directly or indirectly, an interest of five percent or greater in the above firm or any of its branches. All vendors are required to complete this form in its entirety. The vendor is required to submit a valid tax form (W-9) along with the completed Vendor Business Profile Form to the purchasing department.			
Name of Person Completing Form:		Date:	

INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
 The W-9 form is requested to be completed and returned with your bid submittal:

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin:0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Bidder/Company Signatory's Name & Title

By: _____ Date: _____
Signature

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid. This sworn statement is submitted to SJR STATE College.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a.) A predecessor or successor of a person convicted of a public entity crime; or
 - b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Seal

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

DRUG-FREE WORKPLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place Program, a business shall:

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

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Title

Printed Name

Date

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

Hold Harmless and Indemnification Agreement

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This agreement is submitted with Bid, and is submitted to St. Johns River State College.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant's, contractor's, lessee's, or vendor's subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20__.

Notary Public Signature

Notary Public Seal

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

St. Johns River State College

Bid No: ITB-SJR-10-2022

Bid Name: Fuel Services

Legal Issues

The bidder must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the bidder or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the bidder or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
Pending Litigation: (please attach additional documentation if needed)

- B. The bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the bidder.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

Printed Name

Date