

NOTICE OF AWARD

August 29, 2019


B#7-19-73/ Fuel Pump, Fuel Site, and Tank Repair and Inspection Services

PROCUREMENT ANALYST: Stephanie Reynolds

<u>CONTRACTOR</u>	<u>CONTRACTOR CITY AND STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>AWARD AMOUNT</u>
JSR Enterprises East Coast LLC	West Melbourne, FL	Yes	ALL	Item 1, 2, 3, 4, 5. See Tabulation
Petroleum Technician, Inc	Deland, FL	Yes	None	None
Guardian Fueling Technologies LLC	Sanford, FL	Yes	None	None

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)


Steven A. Darling Jr., Purchasing Manager

☒ Award to overall lowest, most responsive bidder, minimum three responses received.

☐ Award to other than low, with low bid being non-responsive.

REASON FOR NON-RESPONSIVENESS:

☐ Award to low bid, less than three responses received.

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:

EFFECTIVE DATE: August 29, 2019 ENDING DATE: August 28, 2022

RENEWAL OPTION ☐ One year ☒ Other Optional Two One Year
Renewals

☐ Prompt Payment Discount Offered ☐ Yes _____ (Terms) ☒ NO

☐ Performance and payment bonds received with construction contract documents.


☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

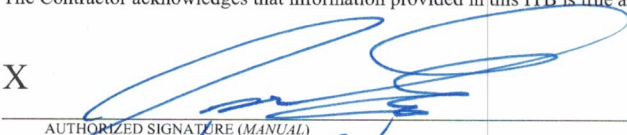
☒ Please provide certificate of insurance.

☐ Please provide performance and payment bonds as required.

☐ OTHER:

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				<h1>INVITATION TO BID</h1> <h2>Bid Acknowledgment</h2>	
PROCUREMENT ANALYST: Stephanie Reynolds xxx@brevardfl.gov		(321) 617-7390 Ext. 5-9336		AN EQUAL OPPORTUNITY EMPLOYER	
FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523					
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink					
RELEASE DATE: July 25, 2019		BID TITLE: FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES		BID NUMBER: B-7-19-73	
				BID OPENING DATE AND TIME: August 16, 2019 @ 2:00pm	
PRE-BID DATE, TIME, AND LOCATION: None scheduled				BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: JSR Enterprises East Coat, LLC d/b/a JSR Fueling Technologies, LLC. 700 S. John Rodes Blvd (Suite A-5) West Melbourne, Florida 32904 TELEPHONE NUMBER/TOLL-FREE NUMBER: (321) 403-4646		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 46-3035170 If returning as a "no bid," state reason:	
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this ITB is true and correct. X  AUTHORIZED SIGNATURE (MANUAL) NAME (PRINTED) Jonathan G. H. TITLE Contractor	
		DATE 8/15/2019	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 15 day of August 2019.

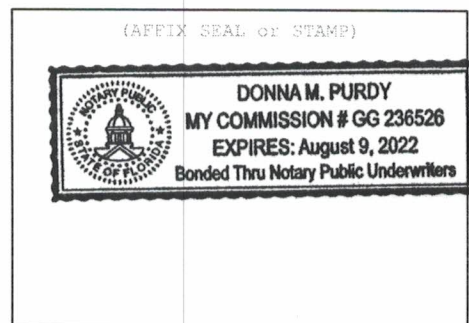
Personally known: ☒

Or produced identification: ☐ Type of ID: _____

Donna M. Purdy FL
 SIGNATURE OF NOTARY PUBLIC STATE

Donna M. Purdy
 NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: Aug. 9, 2022



BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐ No ☒ BID BOND

Yes ☐ No ☒ PERFORMANCE BOND

Yes ☐ No ☒ LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Licensee Details

Licensee Information

Name: **GHIZ, JOSHUA HARVEY SR (Primary Name)**
JSR FUELING TECHNOLOGIES, LLC. (DBA Name)

Main Address: **261 BOUGAINVILLEA ST**
PALM BAY Florida 32907

County: **BREVARD**

License Mailing:

LicenseLocation: **700 S JOHN RHODES BLVD 5-A**
WEST MELBOURNE FL 32904

County: **BREVARD**

License Information

License Type: **Certified Pollutant Storage System Contractor**

Rank: **Cert Pollutant**

License Number: **PCC1256948**

Status: **Current,Active**

Licensure Date: **10/08/2015**

Expires: **08/31/2020**

Special Qualifications **Qualification Effective**

Construction Business **10/08/2015**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES

BID # B-7-19-73

PRICE SHEET

1. Technician Hourly Rate for Repairs, Normal Operating hours 7:00 AM to 5:00 PM
Hourly rate including all equipment, mileage and overhead, as specified \$ 75.00 /hour
2. Technician Hourly Rate for Repairs, Overtime Hours - Monday to Friday after 5 p.m. and Saturday and Sunday Hourly rate including all equipment, mileage and overhead (to include Board approved holidays).
\$ 75.00 /hour
3. Repair Service Call as specified \$ 375.00 /each
4. Annual Compliance Inspection and required testing in accordance with Chapters 62-762 and 62-761, F.A.C. \$ 675.00 per annual inspection
5. All parts at cost including 13% markup (not to exceed 15%).
6. Contaminated Liquid Disposal, as specified \$ 0.40 /gallon
7. Pollutant Storage Systems Contractor's License Number PCC 1256948

Award will be based on the following percentages:

Normal Operating Hours 20%; Overtime Hours 20%; Repair Service Call 20%, Inspection 20%; Contaminated Fluids 10%, Parts Markup 10%

*A sample score sheet is attached (Pg. 19) to explain the methodology used to determine the lowest bidder.

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: _____

ADDENDUM ACKNOWLEDGMENT:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Bid # 7-19-73/Fuel Pump, Fuel Site & Tank Repair and Inspection Services.

CONTRACTOR NAME Joshua Ghiz

ADDRESS 700 S. John Rodes Blvd. (Suite A-5) West Melbourne, Florida 32904

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Joshua Ghiz DATE 8/15/2019

TELEPHONE # 321-403-4646 FAX # NA

EMAIL: JSREnterprisesllc@gmail.com

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES
BID # B-7-19-73

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

FUEL PUMP, FUEL SITE & TANK REPAIR AND INSPECTION SERVICES

BID # B-7-19-73 REFERENCE FORM

List a minimum of three / maximum five customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Brevard County School Board
Date of Services: 05/01/2019
Description of Services: cleaned and resealed failed sumps/buckets, Installed Split repair boots
Street Address: 52 Holland Ct for testing, supplied testing reports
City, State, ZIP Code: Satellite Beach, FL 32937
Telephone #: 321-302-9075 Fax #: NA
Contact Person: Glen Bob Enstice Email: Enstice.Glen@Brevardschools.org

Ref #2. Customer/Client: Charter Communications
Date of Services: _____
Description of Services: Install (2) NEW 500 gallon tanks, Install 3/4" SS fuel supply and return lines, All necessary testing
Street Address: 720 S. Magnolia Ave
City, State, ZIP Code: Melbourne, FL 32935
Telephone #: (321) 240-9539 Fax #: NA
Contact Person: Byron Dey Email: Byron.Dey@charter.com

Ref #3. Customer/Client: Eau Gallie Electric Inc. - Tampa Water/South Pasco
Date of Services: Wellfield
Description of Services: _____
Street Address: 2012 Aurora Rd
City, State, ZIP Code: Melbourne FL 32935
Telephone #: (321) 259-2885 Fax #: (321) 254-1518
Contact Person: Corey Derfuss Email: cderfuss@eg-electric.com

Ref #4. Customer/Client: FLORIDA DEPARTMENT OF TRANSPORTATION
Date of Services: Monthly
Description of Services: Documentation of monthly inspection of system, including interstitial monitoring, tank and piping.
Street Address: 555 Campbell Road
City, State, ZIP Code: Cocoa, FL 32927
Telephone #: (321) 634-6045 Fax #: NA
Contact Person: Dona Turner Email: dona.turner@dot.state.fl.us

Ref #5. Customer/Client: Cocoa Cemex
Date of Services: 08/01/2019
Description of Services: Annual testing required for FDEP.
Street Address: 3345 Industry Rd
City, State, ZIP Code: Cocoa, FL 32926
Telephone #: (321) 636-5124 Fax #: (321) 636-5922
Contact Person: Douglas Borbone Email: douglass.borbone@cemex.com

CONTRACTOR NAME Joshua Ghiz

ADDRESS 700 S. John Rodas Blvd (Suite A-5) West Melbourne, Florida 32904

PRINTED SIGNATURE Joshua Ghiz

AUTHORIZED SIGNATURE [Signature]

TELEPHONE # (321) 403-4646 FAX# N/A DATE 08/09/2019

EMAIL: JSREnterprisesllc@gmail.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared

Joshua Ghiz, who, being by me first duly sworn, made the following statement:

1. The Business address of 700 S. John Rodes Blvd A-5, (name of Contractor) is Melbourne FL 32904
2. My relationship to JSR Fueling Technologies, LLC (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. JSR Fueling Technologies, LLC (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. JSR Fueling Technologies, LLC (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. JSR Fueling Technologies, LLC (name of Contractor) is not engaged in business operations in Cuba or Syria.



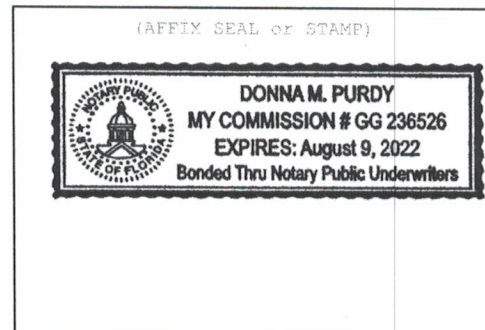
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 15 day of August, 2019.

Donna M. Purdy
Notary Public

My commission expires:

Aug. 9, 2022



FUEL PUMP, FUEL SITE& TANK REPAIR AND INSPECTION SERVICES
BID # B-7-19-73
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, 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. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

JSR Fueling Technologies, LLC

Business Name

Authorized Representative's Signature

Joshua Ghiz

Name

B-7-19-73 FUEL PUMP, FUEL SITE & TANK
REPAIR AND INSPECTION SERVICES

Bid Number and Name

8/15/2019

Date

Contractor

Position