

**INVITATION TO BID**

City of Fort Walton Beach, Florida  
Purchasing Division  
105 Miracle Strip Pkwy SW  
Fort Walton Beach, Florida 32548  
Telephone: (850) 833-9523  
Fax: (850) 833-9643  
Website: <http://www.fwb.org>

**ISSUE DATE:** Dec. 2, 2021

**BID NO:** ITB 22-003

**OPENING DATE:** Dec. 28, 2021

**OPENING TIME:** 2:30 PM CST

**BID REQUESTED:****FUEL TANK REPLACEMENT – PUMP STATION #1 (FWB, FL)**

The City of Fort Walton Beach, FL invites bids for ITB#22-003: FUEL TANK REPLACEMENT – Pump Station #1 (FWB, FL). Bids will be opened and publicly read aloud at City Hall Annex, Training Room, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM (local Central time) on December 28, 2021.

Bids must be SUBMITTED ON THE FORMS FURNISHED BY THE CITY and in accordance with specifications and the list of quantities desired.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below.**

It is the intent and purpose of the City of Fort Walton Beach that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the bid opening date.

Sincerely,

Giuliana Scott  
Purchasing Manager  
City of Fort Walton Beach, FL

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**SECTION 1 – INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 22-003:**

1.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder’s risk.

1.2 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.

1.3 Each bidder shall furnish all the information required on the bid form and each accompanying sheet on which he/she makes an entry.

1.4 Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct. Failure to show unit prices may render bid as non-responsive.

1.5 Although the City generally awards bids based on a “lump sum” basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to bid cover sheet, the City may choose to award on a “per group” or “per item” basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

1.6 The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details: [https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf)

**1.7 – FORMS – DO NOT SUBSTITUTE FOR OTHER FORMATS; USE BID FORMS ONLY.**

**BID CHECKLIST:** Remember to include all required forms including:

- \_\_\_\_\_ Invitation to Bid Cover Sheet with Total Amount of Bid Stated on It
- \_\_\_\_\_ Signed Bidder’s Certification Page
- \_\_\_\_\_ Addendum Page
- \_\_\_\_\_ References Completed
- \_\_\_\_\_ Drug Free Workplace Form
- \_\_\_\_\_ Public Entities Crime Form
- \_\_\_\_\_ Lobbying Cert Form; Anti-Collusion Form & Federal E-Verify Form
- \_\_\_\_\_ Price Schedule, Unit Price and Total Price Columns Completed
- \_\_\_\_\_ Bid Envelope Prepared as Specified
- N/A \_\_\_\_\_ Bid Bond

**SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):**

- XX \_\_\_\_\_ Insurance (See Special Conditions)
- XX \_\_\_\_\_ Exceptions to Specifications on company letterhead (See General Conditions 2.7/2.8)
- N/A \_\_\_\_\_ Product Specifications (See General Conditions)

**NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.**

1.7.1

COVER SHEET

ITB TITLE: FUEL TANK REPLACEMENT - PS1 (FWB, FL)

ISSUE DATE: Dec. 2, 2021

BID NO: ITB 22-003

This completed form must appear as the top sheet for all bids submitted.

**NO BID BOND REQUIRED FOR THIS BID.**

Total Amount of bid or Base bid \$ \_\_\_\_\_

INDICATE METHOD OF BID BOND FURNISHED BELOW

Amount of bid Bond (5% of base bid) \$ N/A

Amount of Cashier’s Check (5% of base bid) \$ N/A

Amount of Certified Check (5% of base bid) \$ N/A

All Items bid? Yes \_\_\_\_ No \_\_\_\_

Exceptions included on Company letterhead with technical literature? Yes \_\_\_\_ No \_\_\_\_

Submitted by:

\_\_\_\_\_  
NAME OF BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

**1.7.2 BIDDER’S CERTIFICATION – ITB 22-003**

I have carefully examined the Invitation to bid, Instructions to bidders, General and Special Conditions, Vendor’s Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
**NAME OF BUSINESS**

BY: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**NAME & TITLE (type or print)**

\_\_\_\_\_  
**MAILING ADDRESS**

\_\_\_\_\_  
**CITY, STATE, ZIP CODE**

( ) \_\_\_\_\_  
**TELEPHONE NUMBER**

( ) \_\_\_\_\_  
**FAX NUMBER**

\_\_\_\_\_  
**EMAIL ADDRESS**

\_\_\_\_\_  
**DATE**

1.7.3

ADDENDUM PAGE – ITB 22-003

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.**

\_\_\_\_\_  
NAME OF BUSINESS

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

1.7.4

REFERENCES – ITB 22-003

NOTE: Bidder shall submit as a part of the bid package, four references, with the name of the business, address, contact person, and telephone number. **All references shall be for similar work that has been performed in Florida within the last four (4) years.**

REGARDING BIDDER / BIDDER:

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

1.7.5

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on \_\_\_\_\_, 2021, in accordance with Section 287.087, Florida Statutes, certifies that [business] \_\_\_\_\_ does:

- 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, 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 Paragraph 1.
- 4. In the statement specified in Paragraph 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 five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug 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 Paragraphs 1 through 5.

Check one:

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

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

**1.7.6 PUBLIC ENTITY CRIME FORM – ITB 22-003**

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.

This sworn statement is submitted with Proposal, Proposal or Contract # 22-003

This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 proposal or contract for goods or services to be provided to any public entity or any 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.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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 the state or of the United States with the

legal power to enter into a binding contract for 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.

Based on information and belief, the statement which 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, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the 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. (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 Hearings. The final order entered by the hearing officer determined that it was in 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: \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by means of \_\_\_ physical presence or \_\_\_ online notarization by \_\_\_\_\_ and \_\_\_\_\_ in their representative capacity as \_\_\_\_\_ and \_\_\_\_\_ of the Operator, who \_\_\_\_\_ is personally known to me, or \_\_\_\_\_ has produced \_\_\_\_\_ as ID.

My Commission expires

\_\_\_\_\_  
Public Notary

1.7.7

LOBBYING CERTIFICATION FORM

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Bidder’s Authorized Official

\_\_\_\_\_ Name and Title of Bidder’s Authorized Official

\_\_\_\_\_ Date

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**1.7.8 ANTI-COLLUSION STATEMENT**

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**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

---

Bidder's Company Name

---

Authorized Signature – Manual

---

---

Authorized Signature – Typed

---

Address

---

Title

---

Phone #

---

Fax #

---

Federal ID # or SS #

**1.7.9                    FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

## SECTION 2 - GENERAL CONDITIONS

2.1 **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It also requires that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

2.1.2 In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.

2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 **SUBMITTAL OF BIDS:** Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 **AMENDMENT OF THE INVITATION TO BID:** It is the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 **BIDDER'S CERTIFICATION FORM:** Each bidder shall complete the "bidder's certification" form included with this invitation to bid, and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 **DRUG FREE WORKPLACE PREFERENCE:** Pursuant to § 287.087, Fla. Stat., the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 **PUBLIC ENTITY CRIMES FORM:** A person or affiliate, as defined in § 287.133, Fla. Stat., 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, 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 amount provided in § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

2.7 **SPECIFICATIONS REQUIRED:** All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

2.8 **ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS:** Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

2.9 **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.11 **EFFECTIVE PERIOD:** Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.12 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

2.12.1 To ensure fair consideration for all bidders, the City prohibits communication to, or with any department, division or employee during the submission process, except as indicated in 2.12.4. Additionally, the City prohibits communication initiated by a bidder to City officials or employees evaluating or considering the bids prior to the time a bid decision has been made.

Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid. **All communications are to be directed to the Purchasing Representative and sole contact listed below in Section 2.12.4.**

- 2.12.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.
- 2.12.3 It will be the responsibility of the bidder to contact the Purchasing Division or go to either [www.FWB.org/rfp](http://www.FWB.org/rfp) or [www.BidNetDirect.com](http://www.BidNetDirect.com) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- 2.12.4 Direct all inquiries to:

**Giuliana Scott, Purchasing Manager**  
**Purchasing Division, City of Fort Walton Beach**  
**105 Miracle Parkway SW**  
**Fort Walton Beach, Florida 32548**

**Telephone: (850) 833-9523**      **Fax: (850) 833-9643**  
**Email: [gscott@FWB.org](mailto:gscott@FWB.org)**      **Website: [www.BidNetDirect.com](http://www.BidNetDirect.com)**  
**[www.FWB.org/rfps](http://www.FWB.org/rfps)**

2.13 **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

#### 2.14 **RECEIPT OF BIDS, DUE DATE**

- 2.14.1 **Sealed bids shall be submitted to the Purchasing Division Office no later than 2:30PM (CST), on December 28, 2021.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.
- 2.14.2 Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid, where requested.
- 2.14.3 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Agent before the bid opening time.
- 2.14.4 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Division no later than the bid opening time.

- 2.14.5 **Cut out & use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.**



**Deliver to: City of Fort Walton Beach  
Attn: Purchasing Division  
105 Miracle Strip Pkwy SW  
Fort Walton Beach, FL 32548**

**SEALED BID DO NOT OPEN**

**SEALED ITB#: 22-003**

**ITB TITLE: FUEL TANK REPLACEMENT –  
Pump Station #1 (FWB, FL)**

**DUE DATE/TIME: 12/28/2021 2:30 PM – Central Time**

- 2.15 **WITHDRAWAL OF BIDS:** Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

- 2.16 **BID OPENING:** The Bid Opening shall be public, on the date and at the time specified on the bid form. It is the bidder’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone or email for a sealed bid cannot be accepted.

- 2.17 **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest responsive and responsible bidder(s) complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

2.17.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City of Fort Walton Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete, on time, contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

2.17.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council’s award are afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of protest under this policy.

2.17.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

2.18 **SELECTION / REJECTION OF OPTIONS/ALTERNATIVES:** If an Invitation to Bid permits options or alternatives, the City reserves the right to select or reject any or all options or alternatives that are bid and as deemed to be in the best interests of the City.

2.19 **BID TABULATION & EVALUATION:** Bidders may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

2.20 **TAX EXEMPT:** The City does not pay federal excise and state sales taxes. Our tax exemption number is 85-8012740106C-0 and is on all purchase orders.

2.21 **POLITICAL SUBDIVISIONS CONTRACTS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Fort Walton Beach, who might wish to purchase under a State Purchase Contract. The City reserves the right to purchase from a State Purchase Contract if in the best interest of the City.

2.22 **PIGGYBACK PROVISIONS:** Under the Florida Inter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Bidder agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

2.22.1 The submission of any bid in response to this Invitation to Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposing bidder on the bid sheet.

2.22.2 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

2.23 **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

2.24 **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new and the current production model at the time of this bid, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

2.25 **SAFETY STANDARDS:** Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.

2.26 **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Fort Walton Beach Purchase Order Number.

2.27 **INVOICING and PAYMENT:** The supplier shall be paid upon submission of invoices to: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Fort Walton Beach Purchase Order Number.

2.28 **CONFLICT OF INTEREST:** Any award of contract for this Invitation to Bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Fort Walton Beach. Further, all bidders must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidder's firm or any of its branches or who has any contractual relationship or agreement of any kind with the bidder. The bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

2.29 **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Fort Walton Beach, unless loss of damage results from negligence by the City of Fort Walton Beach or its Departments.

2.30 **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City of Fort Walton Beach City Manager shall be final and binding on both parties.

2.31 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the specifications of this Invitation to Bid shall apply. Lack of knowledge by the bidder will in no way be cause for relief from such responsibility.

2.32 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY:** At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

2.33 **TIME IS OF THE ESSENCE:** **A condition that time is of the essence for the proper provision of services of the Contract and that the successful Bidder will conduct all required work diligently and as specified by the City.**

2.34 **ASSIGNMENT:** The successful Bidder may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

2.35 **TERMINATION FOR CONVENIENCE:** The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Bidder for (1) those goods and/or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by the Bidder

for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

**2.36 TERMINATION FOR DEFAULT:** The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Bidder, if the Bidder: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

**2.37 LIABILITY:** The vendor shall hold and save the City of Fort Walton Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of any purchase order which may result from this bid.

**2.38 LOCAL VENDER PREFERENCE:** The City may give preference to a local vendor whenever two or more bids, proposals, or replies are equal in price, quality and service. In the event of a tie by local vendors, the award may be split when it is in the best interests of the City.

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**SECTION 3 - SPECIAL CONDITIONS**

**If marked, the following Special Conditions apply to this invitation to bid:**

\_\_\_\_\_ 3.1 PRE-BID CONFERENCE: N/A

XX 3.2 PERFORMANCE TIME: The Contractor commence within fourteen (14) calendar days of issuance of Notice to Proceed (NTP) and Purchase Order. **See Section 5.5 for further details.**

XX 3.3 FAMILIARITY WITH SITE CONDITIONS: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all such conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his bid.

XX 3.4 RIGHT TO AUDIT RECORDS: The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

XX 3.5 VALUE ENGINEERING: It is the intent of the City to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In the event the lowest responsible bid exceeds the City's established fixed construction cost, the City shall have the right to engage the lowest responsible bidder in value engineering in order to comply with the fixed construction cost. In no instance shall such value engineering exceed ten percent of the base bid or reduce the base bid to an amount less than the fixed construction cost in place at the time of bidding.

XX 3.6 BIDDER QUALIFICATION: Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

XX 3.7 INSPECTION: The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

XX 3.8 FISCAL YEAR FUNDING APPROPRIATION: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period

at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

XX 3.9 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

XX 3.10 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice to Proceed is issued by the Purchasing Agent, enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

XX 3.11 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

XX 3.12 FLORIDA PROMPT PAYMENT ACT: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- 3.12.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- 3.12.2 The amount due, applicable discount(s), and the terms thereof;
- 3.12.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3.12.4 The Purchase Order or Contract number as supplied by the City; and
- 3.12.5 Identification by office or department where and to whom the goods were delivered or services provided.
- 3.12.6 All invoices shall be delivered to the Accounts Payable Dept., City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 3.12.7 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

XX 3.13 DISPUTE RESOLUTION: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than 45 days and be resolved not later than 60 days after the date on which the proper invoice was received by the City. If the issue cannot be resolved, then it will be submitted to the City Manager. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

XX 3.14 LIQUIDATED DAMAGES: Work shall begin within five (5) calendar days after Purchase Order or Notice to Proceed has been issued and all work shall be completed within the job order's designated performance time, but in no case, later than 30 days.

3.14.1 It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document.

3.14.2 In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of \$100 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.

3.14.3 Upon receipt of a written request and justification for an extension from the contractor, the Purchasing Office may extend the time for performance of the contract or delivery of goods herein specified at the Purchasing Office's sole discretion for good cause shown.

N/A 3.15 BOND REQUIREMENTS

\_\_\_\_\_ 3.15.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

\_\_\_\_\_ 3.15.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

\_\_\_\_\_ 3.15.3 Performance and Labor & Materials Payment Bonds shall accompany the contract, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date.

- \_\_\_\_\_ 3.15.4 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled “Surety Companies Acceptable on Federal Bonds” or otherwise acceptable to the City.

XX 3.16 **INSURANCE:** Bidders must be eligible for and provide evidence of insurance coverage showing Bidder as Named Insured, with coverages that equal or exceed the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Certificate of Insurance showing the City as a Certificate holder must accompany signed contract.

XX 1. Commercial General Liability

- Each occurrence for Bodily Injury/Property Damage \$1,000,000
- Products/Completed Operations \$1,000,000
- Annual Aggregate for Bodily Injury/Property Damage \$2,000,000
- Products Liability/Completed Operations \$1,000,000
- Fire Legal Liability Coverage \$ 100,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

XX 2. Commercial Automobile Liability

- Combined single limit for bodily injury and/or property damage \$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated
- Symbol "2" (Any Auto) or equivalent, shall be used to designate insured vehicles.

XX 3. Workers Compensation – to include coverage for any applicable Federal Acts **including but not limited to Jones Act and/or United States Longshoreman & Harbor Workers Compensation Act (USLH).**

- Coverage A In conformity with Florida Statutes
- Coverage B \$500,000/\$500,000/\$500,000

XX 3.17 SUBCONTRACTOR(S): Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

XX 3.18 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any special condition, the special condition shall have precedence over the general condition.

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#### 4.0 ADDITIONAL CONTRACT TERMS:

4.1 Independent Contractor: An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums. SEE Also Section 2.51.

4.1.1 The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Status 768.28 as amended from time to time.

4.2 Notice to Proceed: The City shall issue an a signed Purchase order and official Notice to Proceed for the services referenced in this ITB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

4.3 Changes in Scope of Work:

4.3.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the task order, or added work necessary to meet the performance goals of the scope of work.

4.3.2 "Extra work" shall be defined as work not required under the scope of work of the task order, is something done or furnished beyond

- the requirements of the task order, and is entirely outside and independent of the scope of work and not contemplated by it.
- 4.3.3 “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the task order price, and the adjustment, if any, to the task order completion time.
- 4.3.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- 4.3.5 The City Manager may request and approve change orders to the task order consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Purchase Order price.
- 4.3.6 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Purchase Order price.
- 4.3.7 All change orders shall be considered a written addendum to the Contract.
- 4.3.8 Winning Bidder is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.
- 4.4 Time of Completion: The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

**SECTION 5 – SCOPE OF WORK / SPECIFICATIONS**

5.1 INTENT / PROJECT DESCRIPTION - The City of Fort Walton, Florida is seeking a qualified contractor, licensed in the State of Florida, to provide a new 4,000 gallon concrete diesel fuel tank located at 18 Robinwood SW in Fort Walton Beach, Florida. This project will include:

- 5.1.1 the removal and disposal of the existing tank,
- 5.1.2 removal and treatment of the existing diesel fuel,
- 5.1.3 installation and plumbing of a new 4,000 concrete ConVault tank.
- 5.1.4 See Exhibit A for aerial view of the site.

5.2 SCOPE – TANK REMOVAL -

- 5.2.1 The Contractor shall be responsible for all required state and local building permits.
- 5.2.3 Fuel removal will include removing existing diesel fuel, treating (polishing) and pumping back into the new tank.
- 5.2.3 Tank removal shall include all items needed to remove the existing 4,000 gallon Phoenix Envirovault tank.
- 5.2.4 The Contractor shall be responsible for disposal of tank and all associated materials.

5.3 SCOPE OF WORK – TANK INSTALLATION –

- 5.3.1 The Contractor shall be responsible for all required state and local building permits.
- 5.3.2 The proposed tank shall be a double wall 4,000-gallon ConVault low profile concrete tank. The tank shall have a capacity of 4,000 gallons and have an inside height of 58”, inside length of 197”, and an inside width of 82”.
- 5.3.3 Tank installation shall include delivery, crane install, piping, vent installation and all items necessary to anchor the tank to the existing slab.
- 5.3.4 Perform a pressure test witnessed by City staff on all newly installed piping.
- 4.3.5 Obtain a state documentation for project closeout.

5.4 MATERIAL AND EQUIPMENT

- 5.4.1 The Contractor shall assume full responsibility for the coordination of the installation of all equipment, materials, and products furnished. The Contractor shall be completely responsible for verification that all materials and equipment components furnished by Contractor and/or its subcontractors and suppliers are compatible.

- 5.4.2 The Contractor shall guarantee all equipment against faulty or inadequate design, improper assembly or erection, defective workmanship, defective materials, breakage or other failure. The guarantee period shall be defined in the General Conditions of these Contract Documents.
- 5.4.3 Equipment shall be new and shall not have been in service at any time prior to delivery, except as required by tests.
- 5.5 PERFORMANCE SCHEDULE
- 5.5.1 **Absolutely no interruption to pumping operations at the pump station will occur during installation.**
- 5.5.2 The Contractor shall commence shop drawings and product ordering within fourteen (14) days of receipt of Notice to Proceed.
- 5.5.3 **The City understands excessive lead times in manufacturing and material availability. However, work shall be completed within ten (10) days of the fuel tank being delivered to the site. The City reserves the right to delay the installation pending weather or emergency storm events such as excessive wet weather or named storm events.**
- 5.5.4 Contractor shall communicate anticipated deliveries date(s) to designated City staff. For any notifications of delayed shipment(s) of materials required for project, Contractor shall immediately notify City staff of those delays.
- 5.5.4.1 Supplier delays of materials must be supported by written documentation from supplier.
- 5.6 HOURS OF OPERATION: All activity shall be performed during visible daylight hours only. (8 hours per day, Monday thru Friday, excluding holidays).
- 5.7 PERSONNEL: Contractor Personnel / Staff must be clearly identified, either with uniform or ID badge while working within the City limits.
- 5.8 DEFECTIVE WORK
- 5.8.1 All work completed by the Contractor at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.
- 5.8.2 The Contractor shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Contractor fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Contractor for cost thereof.
- 5.9 FINAL INSPECTION
- 5.9.1 Upon notice from the Contractor that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Contractor

will be notified of all instances where his work fails to comply with the specifications. The Contractor shall immediately make those alterations which will make the work fully comply with the specifications.

5.9.2 The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative.

5.9.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

5.10 **SITE VISIT** – Any potential bidder wishing to visit the identified work site for the purpose of gathering additional technical information, should contact the Purchasing Representative listed in Section 2.12.4 on Page 16 of this document to schedule an appointment.

5.11 **OTHER CONSIDERATIONS FOR SCOPE OF WORK:**

5.11.1 The Bidder shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Bidder's personnel and equipment shall be responsibility of the Bidder. Additionally, the Bidder shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

5.11.2 Protection of Resident Workers - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

5.11.2.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

5.11.2.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Bidder shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

5.11.2.3 The City reserves the right to request documentation showing compliance with this requirement.

5.11.3 OSHA – Precautions shall be exercised at all times for the protection of persons and property. Bidder shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of

inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for the same.

5.11.4 Licenses - The Bidder must be duly licensed in accordance with the State's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with the proposals. Required licenses shall be maintained and valid throughout the term of this contract.

5.11.5 Permits - The City is responsible for obtaining all applicable environmental and regulatory permits prior to the Bidder commencing operations. The Bidder is responsible for obtaining any necessary state contractor's licenses and local business tax receipts (BTR).

5.11.6 Damage to Property – The Bidder shall use every method at their disposal to protect all properties they are working on/ around. If the City project manager finds unnecessary damage to properties (public or private), the City shall invoke its authority to immediately terminate the contract and pay the Bidder for work completed to date. The termination shall be effective **immediately** upon written notice by the City to the Bidder.

The Bidder will take care, and assume responsibility for any damage caused:

5.11.6.1 The Bidder shall assume full responsibility for any damage to any work areas or to the City, or of any adjacent land or areas, resulting from the performance of the work on City property/easements. The Bidder shall be responsible for repairing or replacing property to the satisfaction of the City which is damaged by the Bidder.

5.11.6.2 Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Bidder or its subcontractors, agents or employees the Bidder shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolutions proceeding or at law.

5.11.7 Storage of Bidder's Equipment – The Bidder shall be responsible for locating areas in which to store their equipment. Such areas shall not be located within right-of-ways or in areas which create a traffic or safety hazard.

5.11.8 Violations - The Bidder shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Bidder's or any Subcontractor's actions or operations during the performance of this contract. Corrections for any such violation shall be at no additional cost to the City.

5.11.9 Additional Work – The City shall retain the option to add work areas if it deems necessary.

**SECTION 6 -PRICING SHEET VENDOR NAME:** \_\_\_\_\_

The cost of work and all costs incidental thereto shall be included in the price bid for the item to which the work pertains.

**THIS FORM MUST BE RETURNED WITH PROPOSAL PACKAGE.**

<u>INVITATION TO BID</u>				
You are invited to bid on the following:			ITB 22 -003 – Fuel Tank Replacement – PS#1	
<b>FY 2021-22</b>				
<b>Item No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>
1	1	LS	Removal of existing 4,000 gal steel tank and associated fuel	\$
2	1	LS	Removal, storage, fuel polishing, and pumping of fuel back into newly installed tank	
3	1	LS	Installation of new 4,000 gal concrete double walled ConVault tank	
<b>TOTAL BASE BID:</b>				<b>\$</b>
<u>ALTERNATE BID ITEMS</u>				
				\$
				\$
<b>TOTAL ALTERNATIVE BID ITEMS:</b>				<b>\$</b>
<b><u>NOTE 1:</u></b>				
<b>ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.</b>				
<b><u>NOTE 2:</u></b>				
<b><u>NOTE 3:</u></b>				

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 45) \_\_\_\_\_
3. The City shall receive shipment or project completion notice within \_\_\_\_\_ days from the date Vendor receives official Purchase Order or Notice to Proceed.

**Re-check your quotations prior to submission.**

**Bids may not be changed after being opened.**

**SECTION 7****CITY OF FORT WALTON BEACH, FLORIDA  
NOTICE TO BIDDERS****BID NUMBER: ITB# 22-003****Date: Dec. 2, 2021**

The City of Fort Walton Beach will accept sealed bids at City Hall until December 28, 2021, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex, Purchasing Office, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

**ITB 22-003 – FUEL TANK REPLACEMENT - PS1 (FWB, FL)**

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at [www.BidNetDirect.com](http://www.BidNetDirect.com) (registration required) or at the City of Fort Walton Beach website at [www.FWB.org/rfps](http://www.FWB.org/rfps).

Additional technical information relative to this bid may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or [gscott@FWB.org](mailto:gscott@FWB.org) during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **ITB 22-003 – FUEL TANK REPLACEMENT - PS1 (FWB, FL)**

**Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their bid considered.** (Use label on page 17.)

Address responses and deliver to: City of Fort Walton Beach  
Attn: Purchasing Division  
105 Miracle Strip Parkway SW  
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

[https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf).

**Exhibit A**  
**AERIAL SITE MAP (2 pgs)**

See document posted as Exhibit A on [www.fwb.org/rfps](http://www.fwb.org/rfps) or at [www.BidNetDirect.com](http://www.BidNetDirect.com).