

<p><b>DELIVER TO:</b>  City of Fort Pierce, Purchasing Division  Room 101  100 North U.S. #1  Fort Pierce, FL 34950</p> <p><b>MAIL TO:</b>  City of Fort Pierce Purchasing Division,  Room 101  P.O. Box 1480  Fort Pierce, FL 34954-1480</p>	<p style="text-align: center;"><b>CITY OF FORT PIERCE</b></p>  <p style="text-align: center;"><b>INVITATION TO BID  and  BIDDER ACKNOWLEDGMENT</b></p>
<p>Bid Writer: Latonya Hubbard, 772-467-3102</p>	<p>Bid No: 2022-028</p>
<p>Site-Visit:  By appointment only. Call (772) 464-1245</p>	<p>Bid Title:  <b>FUEL DISPENSERS REPLACEMENT</b></p>
<p>Mandatory Site-Visit Location:    1 Avenue A, Fort Pierce, FL 34950</p>	<p>Bid Opening Location:  Purchasing Division Conference Room, Room 101  100 North U.S. #1, 1st Floor  Ft. Pierce, Florida 34950</p>
<p>Bid Due Date &amp; Time:  3:00PM, MONDAY, OCTOBER 03, 2022</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name:  <u>Petroleum Marine Construction</u></p> <p>Mailing Address:  <u>1200 East Oakland Park Blvd</u>  <u>Fort Lauderdale, FL 33334</u></p>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection 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 bidder.</i></p> <p>x <u></u>  Authorized Signature (Manual)</p>
<p>City, State, Zip Code:  <u>Fort Lauderdale, FL 33334</u></p>	<p>Typed or Printed Name:  Oliver Abeleda</p>
<p>Type of Entity (Select one):  Corporation <u>  </u>  Partnership <u>  </u>  Proprietorship <u>  </u>  <input checked="" type="checkbox"/> <u>  </u></p>	<p>Title:  President</p>
<p>Incorporated in the State of: <u>FL</u> Year: <u>2017</u></p>	<p>Delivery in <u>30</u> days, After Receipt Order of dispensers</p>
<p>Phone Number: <u>954-533-1199</u></p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: <u>N/A</u></p>	<p>FEIN or SS Number: <u>82-01620475</u></p>
<p>E-Mail Address: <u>roman@petroleummarine.com</u></p>	<p>Local Business: <u>Y</u> N MWBE: <u>Y</u> <u>Y</u> N</p>
<p>Bid Security is attached, when required, in the amount of \$ <u>N/A</u>  <u>F.O.B. DESTINATION</u></p>	<p>If returning as a "No Bid" state reason:</p>
<p style="text-align: center;"><b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</b></p>	

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## SECTION I

### GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. **SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. **DELAYS**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. **EXECUTION OF BID**

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. **FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. **NO BID**

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. **BID OPENING**

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered, such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening.

Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: <https://www.cityofpierce.com> and Demandstar <https://www.demandstar.com>

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. **MISTAKES**

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number; original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. **DELIVERY**

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. **ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. **INTERPRETATION**

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. **ADDENDUM**

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum.

acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. **DISPUTES**

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. **CONFLICT OF INTEREST**

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. **LEGAL REQUIREMENTS**

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. **DRUG-FREE WORK PLACE (DFW)**

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)**

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. **PUBLIC ENTITY CRIMES**

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the

"convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. **AWARD**

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof, with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. **EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. **CONTRACTUAL AGREEMENT**

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. **GOVERNMENTAL RESTRICTION**

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. **PATENTS AND ROYALTIES**

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. **ADVERTISING**

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. **ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

28. **FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

29. **REPRESENTATION**

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. **DISQUALIFICATION OF BIDDER**

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

31. **ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. **INSURANCE**

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. **PUBLIC RECORDS**

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. **BID PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. **COOPERATIVE PURCHASING**

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. **CANCELLATION**

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and /or the Fort Pierce Redevelopment Agency, Section 2-53(a)(7) of the City Code.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## SECTION II

### INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. As evidence of compliance with the insurance required herein, Contractor shall furnish the City of Fort Pierce with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City of Fort Pierce and its members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the City of Fort Pierce

Until such insurance is no longer required by this Agreement, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least fifteen (15) days prior to the expiration or termination of such insurance.

If requested to do so by the City of Fort Pierce, Contractor shall, within thirty (30) days after receipt of a written request from the City of Fort Pierce, provide the City of Fort Pierce a certified, complete copy of the policies of insurance providing the coverage required.

**WORKERS' COMPENSATION/EMPLOYERS' LIABILITY** - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City of Fort Pierce, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City of Fort Pierce, and its officials, officers and employees scheduled thereon. The policy shall be endorsed to include NCCI Endorsement WC 00 02 01A, "Maritime Coverage Endorsement" or its equivalent.

The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	*Statutory*
Part Two:	\$1,000,000 (Each Accident)
	\$1,000,000 (Disease-Policy Limit)
	\$1,000,000 (Disease-Each Employee)

**COMMERCIAL GENERAL LIABILITY** - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements, other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City of Fort Pierce and its officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

**AUTOMOBILE LIABILITY** - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed.

The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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**WATERCRAFT LIABILITY** - To the extent watercraft are utilized, the Contractor shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum cover the Contractor and subcontractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft.

The insurance shall include the City of Fort Pierce and its officials, officers and employees as additional insureds.

The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notices of cancellation. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

**POLLUTIN LEGAL LIABILITY** - Such insurance shall cover Contractor for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required and which would have been covered had to coverage been on an occurrence basis.

The insurance shall include the City of Fort Pierce and its officials, officers and employees as additional insureds.

The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$500,000
Annual Aggregate	\$500,000

**GENERAL CONDITIONS**

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City of Fort Pierce or its members, officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City of Fort Pierce or its members, officials, officers and employees.

All policies of insurance provided by the Contractor shall be endorsed to provide that the insurer waives its rights against the City of Fort Pierce and their officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

## SECTION III

### INSTRUCTIONS TO BIDDERS

1. **BID OPENING DATE**

Bids are due on or before 3:00 PM, Monday, October 03, 2022 17/2

2. **DELIVERY OF BIDS**

Bid response may be submitted in hard copy or electronically. Please see below instructions for submitting your bid response.

**HARD COPY SUBMISSIONS**

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 1/2" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

**OPTIONS FOR ELECTRONIC SUBMISSIONS**

Are as follows:

- Via Demandstar Website, ([www.demandstar.com](http://www.demandstar.com)) Electronic Bid (E-Bid). Instructions are provided. Please (see attachment)
- By forwarding your response, pdf format to [purchasing@cityoffortpierce.com](mailto:purchasing@cityoffortpierce.com) no later than 3:00PM EST. If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.

**NOTE.** Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal only to Room 101, in the Purchasing Division on the first (1<sup>st</sup>) floor at the above address.

Bids mailed to 100 N US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

**Delivery Address:**

City of Fort Pierce  
Attn: Purchasing Division,  
Room 101  
100 North U.S. #1  
Fort Pierce, FL 34950

**Mailing Address:**

City of Fort Pierce  
Attn: Purchasing Division,  
Room 101  
P.O. Box 1480  
Fort Pierce, FL 34954-1480

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to [purchasing@cityoffortpierce.com](mailto:purchasing@cityoffortpierce.com) or on the website of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

Any bids received after the designated time and date listed above will be returned unopened.

### 3. INQUIRIES/QUESTIONS

- 3.1 All inquiries will be in a written format and addressed to the Facilities Manager with a copy to the Purchasing Manager:

TO

Dean Kubitschek

Director

City of Fort Pierce

100 North U.S. #1

Fort Pierce, FL 34950

Fax: (772) 460-3783

Email: [dkubitschek@cityoffortpierce.com](mailto:dkubitschek@cityoffortpierce.com)

COPY

Latonya Hubbard

Purchasing Agent

City of Fort Pierce

100 North U.S. #1

Fort Pierce, FL 34950

Fax: (772) 467-3848

Email: [purchasing@cityoffortpierce.com](mailto:purchasing@cityoffortpierce.com)

- 3.2 **Site visits are by appointment.** Bidders are encouraged to visit the location. To arrange a site visit, interested bidders should contact Dean Kubitschek, the Fort Pierce City Marina Director at (772) 464-1245.

- 3.3 No inquiries will be received no later than, 5.00 PM, Thursday, September 22, 2022.

### 4. SUBMITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Drug-Free Workplace
- Reference Check Form
- Certification Local Vendor Preference
- Completed W-9 Form
- Bidder's Checklist
- Business Tax Receipt. (See item numbered 8, below)
- Proof of Insurance (See item numbered 5 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

### 5. CERTIFICATE OF INSURANCE

Contractor shall procure, at its own expense, insurance according to insurance requirements listed in Section II of these specifications. The insurance shall become effective prior to the commencement of work by the contractor and shall be maintained in force until completion of job.

6. **EVALUATION CRITERIA**

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding. The City's evaluation will include, but not limited to, consideration of the following:

- a. Vendor will be selected based on the lowest and best responsive responsible bid.

7. **LICENSING**

All bidders must be properly licensed by the State of Florida and all other authorities having jurisdiction. Copies of all such licenses and/or permits are to be submitted with bid. Failure to submit copies of such may lead to bid rejection.

8. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

9. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

10. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

11. **REFERENCE CHECK FORM**

Please provide a reference showing your expertise and experience in providing the services requested. Please complete the Reference Check form (page 18) and submit with your bid package. References should include project description, contact names, addresses, phone, and email.

## SECTION IV

### STATEMENT OF WORK

1. **PURPOSE**

The City of Fort Pierce is requesting bids from qualified contractors for Fuel Dispensers Replacement, Fort Pierce, Florida. The work associated with this project consists of removal and replacement of three (3) dual hose dispensers, fuel hose and nozzles, one (1) gas dual hose, 2 diesel dual hose slow and high speed.

2. **SCOPE OF WORK**

- ❖ Fuel dispensers must be built for a marine environment. Separate quote or cost for internal display board. An example of equipment considered is the **PMC Commander Marine Dispenser, see below the specifications**.
- ❖ Quotes will include the removal of old dispensers, replace and make full operation, with all devices. Quotes need to include warranty information.
- ❖ Contractor shall provide all necessary materials, equipment, and labor to remove the existing three (3) fuel dispensers and replace with three (3) new fuel dispensers located at the City of Fort Pierce Marina, 1 Avenue A, Fort Pierce, FL.

- ❖ **PMC COMMANDER MARINE SPECIFICATIONS**

- ❖ 20 & 60 GPM configurations
- ❖ Single or dual hose
- ❖ Piston or rotary PD meters
- ❖ 2-Stage control valve
- ❖ Satellite capable (60 GPM units )
- ❖ Resale accurate
- ❖ Communications interface
- ❖ Dual sided retail or commercial electronic display
- ❖ Programmable pulse output
- ❖ Complete stainless steel construction
- ❖ Powder coated welder chassis
- ❖ ETL listed

# **SECTION V**

## **FORMS**



THE SUNRISE CITY  
PURCHASING  
DEPARTMENT

FORT PIERCE  
Florida

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that  
Detachable Marine Construction does.  
(Name of Business)

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 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 proposed 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 five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees 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 fully with the above requirements.

Bidder's Signature

10.17.22

Date



# REFERENCE CHECK FORM

Bid No: 2022-028 Title: FUEL DISPENSERS REPLACEMENT  
 Bidder/Respondent Name: Petroleum Marine Construction  
 Reference Company Name: SHM Harbert/Naval Ft Pierce  
 Telephone Number: 772-418-4027 Fax Number: \_\_\_\_\_  
 Contact Name: Daniel Neshkoff Email: dneshkoff@shmar.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
- How would you describe the Contractor:

Quality of Work:  
 \_\_\_\_\_  
 \_\_\_\_\_

Dependability:  
 \_\_\_\_\_  
 \_\_\_\_\_

Integrity of owner and employees:  
 \_\_\_\_\_  
 \_\_\_\_\_

What areas could he/she improve upon?  
 \_\_\_\_\_  
 \_\_\_\_\_

Would you contract with this Contractor again? Yes  No  Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

Add any information/comments that might help us evaluate their ability to perform for us?  
 \_\_\_\_\_  
 \_\_\_\_\_



# REFERENCE CHECK FORM

Bid No: 2022-028 Title: FUEL DISPENSERS REPLACEMENT  
 Bidder/Respondent Name: Petroleum Marine Construction  
 Reference Company Name: IGY Marina's  
 Telephone Number: 864-516-2523 Fax Number: \_\_\_\_\_  
 Contact Name: Eric Simonton Email: esimonton@igy-marinas.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: \_\_\_\_\_ To: \_\_\_\_\_
- How would you describe the Contractor:

Quality of Work:  
 \_\_\_\_\_  
 \_\_\_\_\_

Dependability:  
 \_\_\_\_\_  
 \_\_\_\_\_

Integrity of owner and employees:  
 \_\_\_\_\_  
 \_\_\_\_\_

What areas could he/she improve upon?  
 \_\_\_\_\_  
 \_\_\_\_\_

Would you contract with this Contractor again? Yes  No  Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1  2  3  4  5

Add any information/comments that might help us evaluate their ability to perform for us?  
 \_\_\_\_\_  
 \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**PETROLEUM MARINE CONSTRUCTION, LLC**

2 Business name/disregarded entity name, if different from above  
**PETROLEUM MARINE CONSTRUCTION, LLC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following when boxes:

Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

Limited liability company. Enter the tax classification (Sole proprietor, S corp, partnership, F-1 partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

\* Exemptions (codes apply only to certain entities, not individuals, see instructions on page 2):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Mark box with X, required under the USA)

4 Address (number, street, and apt. or suite no.) See instructions.  
**120 E OAKLAND PARK BLVD, SUITE 105**

5 City, state, and ZIP code  
**PORT LAUDERDALE, FL 33304**

6 Requester's name and address (optional)

7 List account number(s) here (optional)

**Part 3 Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part 3, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.

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

Social security number  

--	--	--	--	--	--	--	--	--	--

 Or  
 Employer identification number  

8	2	0	6	2	0	4	7	5
---	---	---	---	---	---	---	---	---

**Part 4 Certification**

Under penalties of perjury, I certify that:

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

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part 4, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ January 1, 2022

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



# BID RESPONSE FORM



Bid Item	FUEL DISPENSERS' REPLACEMENT		
Bid Number	2022-028	Due Date & Time	3:00PM, MONDAY, OCTOBER 03, 2022

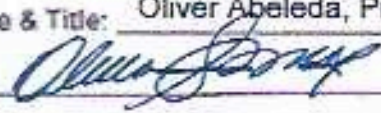
We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

QUANTITY	ITEM DESCRIPTION	TOTAL
3	Removal and replacement of three (3) dual hose dispensers, fuel hose and nozzles One (1) gas dual hose and two (2) diesel dual hose slow and high speed	\$ 96,175.00
1	Internal display board	\$ included
<b>TOTAL BID</b>		\$ 96,175.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued?	30 days upon dispenser arrival
Work is guaranteed for how many years?	1 year
Material are guaranteed for how many years?	MFR 1 year

BID RESPONSE FORM  
continued

Vendor: Petroleum Marine Construction  
Address: 120 East Oakland Park Ave  
City, State, Zip Code: East Lauderdale, FL 33324  
Email Address: \_\_\_\_\_  
Typed Name & Title: Oliver Abeleda, President  
Signature:  Date: 10.17.22  
Telephone No.: 954.614.7724 Fax No.: \_\_\_\_\_

(\*Please include Remit to address if different than address stated above)

Remit To: \_\_\_\_\_  
\_\_\_\_\_

Check block below for applicable minority indicator:

- Asian Indian       Black Asian       Pacific       Hispanic  
 Native American       Small Business Women Owned  
 Small Disadvantage Business

## CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<u>✓</u>	<u>    </u>
Include proof of proper licensing as stated in bid documents.	<u>✓</u>	<u>    </u>
Include proof of proper insurance as stated in bid documents.	<u>✓</u>	<u>    </u>
Did you include a list of all materials and equipment to be used in providing the service? <i>YES in the proposal</i>	<u>✓</u>	<u>    </u>
Is Drug-Free Workplace form signed and enclosed?	<u>✓</u>	<u>    </u>
Is Bid Response Form completed, signed and attached?	<u>✓</u>	<u>    </u>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked	<u>✓</u>	<u>    </u>
W-9 Form completed, signed and attached?	<u>✓</u>	<u>    </u>
Are two (2) complete reference forms included?	<u>✓</u>	<u>    </u>
Are one (2) complete bid packages included (one original and one copies)? <i>Electronic</i>	<u>✓</u>	<u>    </u>
Is each Bid Addendum (when issued) signed and included?	<u>✓</u>	<u>    </u>
Bid envelope is marked accordingly.	<u>✓</u>	<u>    </u>

PLEASE SIGN AND RETURN WITH BID

*Oliver George*

September 23, 2022



CITY OF FORT PIERCE  
FUEL DISPENSERS' REPLACEMENT

BID NO. 2022-028

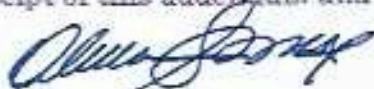
ADDENDUM NO. 1

The purpose of this addendum is to extend the bid due date from 3:00PM, Monday, October 3, 2022, to:

**3:00PM, MONDAY, OCTOBER 17, 2022**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:   
Manual

Signature: Oliver Abeleda, President  
Typed or Printed

Company Name: Petroleum Marine Construction

Address: 120 EAST OAKLAND PARK AVE  
FORT LAUDERDALE, FL 33334

Date: 10-17-2022

/gm



CITY FORT PIERCE  
FUEL DISPENSERS REPLACEMENT

BID NO. 2022-028

ADDENDUM NO. 2

The purpose of this addendum is to provide a response to questions from potential bidders.

1. **QUESTION:** Do we need to pull electrical permits to replace the PMC Fuel Dispensers or possible Fuel Management System?

**ANSWER:** Yes, Permits will be required thru the building department.

2. **QUESTION:** Are you requesting any type of Bid Bond to be submitted with the Bid Package?

**ANSWER:** No, Bid Bond is required.

3. **QUESTION:** Will you be requesting a Performance and Payment Bond once a formal contract is issued?

**ANSWER:** No, Performance and Payment Bonds are not required.

4. **QUESTION:** Where do I find the addendum? Is there a specific date when they will be posted? Is there a cutoff date and time to questions asked by the bidders?

**ANSWER** The City and Demandstar websites. The last day for questions, is Thursday, September 22, 2022, 5:00 PM.

5. **QUESTION:** The city is requesting (6)-100ft hose for the current hose reels. Please specify 1" or 1.5". Keep in mind. If the city decides to go with 1.5" in order to acquire a better flow rate, a new hose reel will need to be added to this IFB. I do not see specification anywhere pertaining the hose reels on the IFB. Please advise how you would like me to proceed?

**ANSWER:** Gas dispenser hoses at this time I believe are ¾ X 100. I would like to change I would like to change 1 side to a 1-inch hose for higher flow and the second hose ¾ for slow fill. Diesel dispenser at the main fuel dock we will go with 2,1-inch hoses, 100 ft, 1 nozzle will be reduced down to 7/8, the second nozzle will be 1 inch. The 3<sup>rd</sup> dispenser to accommodate 1 ¾ hoses with nozzles, 1 hose connection to accommodate 110 ft of hose the second will accommodate 100 ft of hose.

6. **QUESTION:** Bidder Acknowledgement (Page 1) on the bottom left it states, Bid security is attached, when required in the amount of?

**ANSWER:** This question refers to a bid bond. No bid security(bond) is required for this bid.

7. **QUESTION:** Does the bid form need to change to accommodate these new items?

**ANSWER:** Yes

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submital.

Signature:   
Manual

Signature: Oliver Abeleda, President  
Typed or Printed

Company Name: Petroleum Marine Construction

Address: 120 East Oakland Park Ave  
Fort Lauderdale, FL 33334

Date: 10-17-2022

/gm



Petroleum Marine Construction, LLC



October 17, 2022

Submitted via: <https://www.demandstar.com>

Attn: City of Fort Pierce Purchasing Division  
Room 101  
100 North U.S. #1  
Fort Pierce, FL 34950

RE: **Fuel Dispensers Replacement**  
City of Fort Pierce Marina  
1 Avenue A  
Fort Pierce, FL 34950

Dear City of Fort Pierce Purchasing Division,

Based on our discussions, Petroleum Marine Construction, LLC is pleased to provide City of Fort Pierce Purchasing Division, (hereby known as the Client) the following proposal and scope of work for your review and approval:

**Scope of Work:**

1. Remove two (2) existing dual diesel dispensers and replace with two (2) new dual hose single product diesel PMC dispensers (model CMDR-2200GRM), including/excluding:
  - a. Including two (2) retro plates for mounting new dispenser on existing sump
  - b. Including three (3) 1 Inch x 100-foot green marina diesel hose
  - c. Including one (1) 1 Inch x 125-foot green marina diesel hose
  - d. Including four (4) diesel nozzles, breakaways, and swivels
  - e. Excluding replacement of existing dispenser sumps (to remain as-is)
  - f. Excluding replacement of existing electrical conduit and wiring (to remain as-is)
  - g. Excluding replacement of existing piping and shear valve
  
2. Remove one (1) existing dual gasoline dispenser and replace with one (1) new dual hose single product gasoline PMC dispenser (model CMDR-2200GRM), including/excluding:
  - a. Including one (1) retro plate for mounting new dispenser on existing sump
  - b. Including one (1) ¾ Inch x 100-foot blue marina gasoline hose
  - c. Including one (1) 1 Inch x 100-foot green marina gasoline hose
  - d. Including two (2) gasoline nozzles, breakaways, and swivels
  - e. Excluding replacement of existing dispenser sump (to remain as-is)
  - f. Excluding replacement of existing electrical conduit and wiring (to remain as-is)
  - g. Excluding replacement of existing piping and shear valve

120 E. Oakland Park Blvd. Suite 105 Ft Lauderdale, Florida 33334  
Office 954-533-1199 Mobile (561) 248-0389  
[www.petroleummarineconstruction.com](http://www.petroleummarineconstruction.com)  
[www.facebook.com/PetroleumMarine](https://www.facebook.com/PetroleumMarine)



Petroleum Marine Construction, LLC



3. PMC to provide start-up and commissioning of new PMC dispensers
4. Purge and calibrate dispenser
5. Provide start-up and training.
6. Perform and provide necessary tank, line, and sump testing (as per state and county rules).

#### Qualifications and Exclusions:

1. Scope of work based on performing work during normal working hours.
2. Scope of work excludes any site restoration such as but not limited to painting, dock repairs, landscaping, pavers, and sod.
3. Scope of work excludes repair, maintenance, or replacement of existing fuel dispenser
4. Scope of work excludes repair, maintenance, or replacement of any existing electrical conduit and wiring.
5. Scope of work excludes any repairs, maintenance or replacement of any piping, shear valves, parts & equipment that are to remain as-is.
6. Scope of work excludes preparation of construction plans for AHJ building permit submittal
7. Proposal excludes any temporary fuel systems during performance of work.
8. Scope of work does not include the removal or disposal of any contaminated soil or ground water.
9. Proposal based on no underground utility conflicts.
10. Permit and bonding fees not included in scope of work.
11. Scope of work assumes existing electrical panel has sufficient power for the new installation.
12. Construction plan preparation and permit processing are excluded
13. Permit fees excluded from the proposal and will be billed to customer at cost.
14. Summary of fees pricing valid for thirty (30) days of date of issue.

#### Summary of Fees:

##### New Fuel Dispensers Replacement Project:

Petroleum Marine Construction, LLC will perform the above scope of work for the fee of **\$96,175.00**

##### Alternate Add Scope of Work:

The following scope of work will only be performed upon CLIENT'S written authorization and will be in addition to the aforementioned Summary of Fees: **additional fee of \$ 8,500.00**

1. Option: To accommodate 1 1/2 Hoses for the existing hose reels for Dispenser 3, this will require two (2) new replacement hose reels including:
  - a. including one (1) 1 1/2 -Inch x 100-foot red marina diesel hose
  - b. including one (1) 1 1/2 -Inch x 125-foot red marina diesel hose
  - c. including two (2) 1 1/2 -Inch nozzles, breakaways, and swivels
  - d. including two (2) stainless steel hose reels to accommodate 1 1/2 hoses

120 N. Oakland Park Blvd, Suite 105 Ft Lauderdale, Florida 33334  
Office 954-533-1199 Mobile (561) 248-0589  
[www.petroleummarineconstruction.com](http://www.petroleummarineconstruction.com)  
[www.facebook.com/PetroleumMarine](https://www.facebook.com/PetroleumMarine)



Petroleum Marine Construction, LLC



October 17, 2022

Attn: City of Fort Pierce Purchasing Division  
Room 101  
100 North U.S. #1  
Fort Pierce, FL 34950

RE: New Fuel Dispensers Replacement Project  
City of Fort Pierce Marina  
1 Avenue A  
Fort Pierce, FL 34950

Based on the aforementioned scope of work, qualifications and exclusions, Petroleum Marine Construction, LLC has provided the following cost estimate for your authorization:

ESTIMATED TOTAL PROJECT COST                      \$ 96,175.00

Standard Payment Terms:

- A. Deposit of \$19,000.00 due at time of authorization.
- B. Progress invoices on periodic or monthly basis, until completion of work.
- C. Invoices are payable within thirty (30) days of invoice

This proposal will hereby be accepted upon return of signed acceptance of this agreement and the required deposit fee, if applicable. Should you have further questions, please contact me.

ACCEPTANCE

Submitted for acceptance:

CLIENT Acceptance:

By: 

\_\_\_\_\_

Title: President

\_\_\_\_\_

Date: October 17, 2022

\_\_\_\_\_

120 E. Oakland Park Blvd. Suite 105 Ft Lauderdale, Florida 33334  
Office 954-533-1100 Mobile (561) 248-0380  
[www.petroleummarineconstruction.com](http://www.petroleummarineconstruction.com)  
[www.facebook.com/PetroleumMarine](https://www.facebook.com/PetroleumMarine)



Petroleum Marine Construction, LLC



## TERMS AND CONDITIONS:

**ACCEPTANCE:** Petroleum Marine Construction, LLC has based this proposal upon information furnished by Client (if provided) and Petroleum Marine Construction, LLC (herein after to be referred to as Design-Builder or PMC, LLC) has the right to rely upon the accuracy of that information. If information furnished by Client is incorrect and impacts the project schedule or cost to complete the work, PMC, LLC will be entitled to an adjustment in the contract amount, time for completion, or both. In preparing this proposal, PMC, LLC has assumed there are no concealed conditions (subsurface or otherwise) or unknown physical conditions which will adversely impact PMC, LLC performance of the work. If such conditions are encountered, PMC, LLC will be entitled to an adjustment in the contract amount, time for completion, or both. This quotation, when accepted by the customer, and countersigned by the authorized representative of Contractor, will constitute a bona fide contract between the parties, subject to all items and conditions set forth herein. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this quotation.

**PRICES** - Prices quoted are for acceptance within 20 days and, unless otherwise specified, are subject to change without notice.

**ESCALATION CLAUSE** - This agreement is conditioned upon the ability of Design-Builder (PMC, LLC) to complete the Proposal at the present prices for material and at the existing scale for wages. If Design-Builder is, at any time or for any reason, unable to complete the above described Proposal at the present prices for material or at the existing scale of wages for labor, or if Design-Builder is unable to procure promptly as and when needed, labor and material required for construction as aforesaid, then and in such event, the Contract Sum, time of completion and/or contract requirements shall be adjusted by a Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price increase greater than 10 percent between the date of this Agreement and the date of the applicable Work.

**RATES** - All labor charges are based upon working during normal hours. Unless otherwise stated, requirements of the customer, (or other conditions over which Contractor has no control) which make it necessary to pay Contractor employees or sub-contractors additional hours or at overtime rates will result in additional charges. Delays caused by circumstances out of Contractor's control which make additional hours or overtime work necessary in order to complete on schedule which will also result in additional charges to client to cover additional hours and overtime rates.

Seller is a non-union contractor and its quotation is expressly conditioned on Buyer's agreement that Seller will not be required to become signatory to any union agreement in connection with the project. Language to the contrary in any purchase order or subcontract will not be accepted by Seller.

Pricing is based on one (1) additional mobilization. A 2<sup>nd</sup> demobilization and remobilizations will result in all expenses being charged to the customer. All additional costs incurred by PMC, LLC outside the proposed scope of work will be invoiced to the client at cost +20%.

**PAYMENT TERMS:** An advance payment of 20% is required before production of equipment starts. Advance payment shall not be subject to retention. The balance of the contract sum shall be secured with an irrevocable letter of credit or escrow account satisfactory to PMC, LLC and paid via monthly draw schedule, based upon an approved schedule of values less retainage per the Contract Documents. Payments will be made on products produced and stored at PMC, LLC Orlando, Florida facility and all subcontractor storage areas. Receipt of payment in full for fabricated materials is a condition precedent to shipment of materials to the Project. Method of payment to be approved by PMC, LLC credit department prior to start of production. Interest will be charged on past due accounts at 12% per annum, or at the highest non-usurious commercial rate allowable by applicable law, whichever is less. If PMC, LLC is required to employ an attorney to collect any amount due as a result of the default of Buyer, the Buyer shall pay all costs of collection, including reasonable attorney's fees and court costs. Fees for establishing the letter of credit or escrow account shall be paid by Buyer. Prior to commencement, Buyer shall provide evidence of financing satisfactory to PMC, LLC.

**DELIVERY** - Contractor will inform customer when materials and equipment are ready for delivery to job site but will not deliver such until requested to do so by the customer. It is the customer's responsibility to make sure that job site is accessible for delivery, that space is available to unload and store the materials and equipment, and that authorized personnel are present at job site to take delivery of such on arrival. Customer shall be responsible for addition charges in the event that customer fails to have the job site ready for delivery within ten (10) days' notice from Contractor, or in the event of any wasted journeys or wasted time caused by conditions which delay or prevent delivery.

**TITLE** - Title to the improvements shall pass to customer on delivery and Contractor is not responsible for loss or damage to the improvements after delivery. However, Contractor retains title (for security purposes only) to all materials and improvements until paid for in full, and Contractor may at its option repossess the same, upon customer's default in payment as provided hereunder, and charge customer with any deficiency. Delays or extra costs caused by materials or equipment or parts found to be missing when required for installation are not included and will be charged for.

**LIEN RIGHTS** - To protect all parties, a construction lien will be automatically filed when payment is not received per the terms...

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Petroleum Marine Construction, LLC



**WARRANTY** - Materials supplied by Contractor are guaranteed to the same extent as that of the manufacture. 1 year limited from date of installation or delivery, ordinary use, wear and tear, or damage from abuse or accident exception. It is specifically understood products and parts not manufactured and work not performed directly by Contractor are warranted only to the extent and in manner that the same are warranted to Contractor by Contractor's vendors and then only to the extent Contractor is able to enforce such warranty. Contractor hereby assigns to customer all assignable warranties from Contractor's vendors. In enforcing any such warranty it is understood Contractor shall have no obligation to initiate litigation unless customer undertakes to pay all costs and expense therefore, including but not limited to attorney's fees, and indemnifies Contractor against any claims, liabilities, damages and costs from Contractor's vendors arising out of such litigation. This warranty is in lieu of any other liability for defects. Contractor makes no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, express or implied, by operation of law or otherwise. The equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service, and shall not be construed to mean that Contractor will provide free service for periodic examination, lubrication, or adjustment due to normal use, nor will Contractor correct, without charge, breakage, maladjustments or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond Contractor's control.

In the event of a claim under this warranty, customer must give Contractor prompt written notice within the warranty period, and provided all payments due under the terms of this contract have been made in full, Contractor will, at Contractor's own expense, correct any proved defect by repair or replacement. Contractor will not, under this warranty, reimburse customer for cost of work done by others, nor shall Contractor be responsible for the performance of equipment to which any revisions or alterations have been made by others. Contractor shall in no event be liable neither for damages or delay nor for any consequential, special or contingent damages for breach of warranty.

**EXCAVATING** - All excavation must follow OSHA 29CFR Part 1926.

Excavation quotations are based on normal soil conditions. In the event contamination, rock, water, running sand or debris is encountered, Contractor will immediately stop the work, and shall notify the customer of the additional expenses to be incurred by the excavation. In the event any underground structures, cables, conduit, water or sewer lines are destroyed or damaged during the performance of the contract, Contractor shall not be held responsible. If customer fails to object to the additional expenses within 24 hours after being notified by Contractor, Contractor will proceed to do the work, and the cost shall be borne by customer.

In the event that customer timely objects to the additional charge, Contractor may cease the work and customer shall be responsible to pay Contractor for all time and materials incurred to date, together with overhead and profit allocation based upon the percentage of the work completed to such date, but not less than 20% of such overhead and profit attributable to the project.

All work associated with any contamination is an additional cost to the contract price. Tank closure is based on tanks being single wall steel. Any deviations from this type of manufactured tanks will be an additional charge above and beyond the contract price extra to contract for proper disposal. Disposal of clean stockpiled soils is included. Borrowed manufactures approved backfill is included in this proposal. Finished grades are to be established and verified by customer before commencement of work.

**CONTAMINATION** This contract/proposal excludes existing contamination. All costs associated with existing contamination will be an additional cost to this contract/proposal and borne by the client.

**PERMISSION** - Contractor's performance of this contract is contingent upon customer furnishing Contractor with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the materials.

**SAFE WORK PLACE** - Customer agrees to provide and maintain for Contractor's personnel and workers a safe work place, and Contractor reserves the right to discontinue work on the site whenever, in Contractor's opinion, this provision is being violated.

**ACTS OF OTHERS** - Contractor shall not be responsible in any way for the acts of others or for any expenses, claims, damages or liabilities of any nature incurred by others in or about the project.

**INSURANCE** - Certificates of Workmen's Compensation, including USLH, Bodily Injury and Property Damage Liability insurance coverage will be furnished to customer upon request. The premium for any bonds or insurance beyond Contractor's standard coverage and limits will be an additional charge to customer above the contract price.

The customer will insure the building and work which is situated on customer's premises in joint names, at the option of Contractor, and the interest of the customer and Contractor against loss or damage by fire and other loss. Customer shall procure and maintain insurance as full public liability insurance protecting both customer and Contractor as co-insured. Such sums of insurance for the work which is being constructed will cover the cost of the work and materials used in and around the premises, and any policies issued pursuant hereto are to name customer and Contractor, as their interest may appear. Copies of all insurance policies required to be issued hereunder shall be tendered to Contractor including any necessary endorsements.

**INDEMNITY** - In consideration of Contractor's performance of the work herein described, at the price stated, customer agrees to indemnify, defend and hold Contractor harmless from all damages, claims, suits, expenses and payments, including reasonable attorney's fees and costs, resulting from loss, damage or injury including death, to persons or property on account of or resulting from performance of this contract or from ownership or operation of the improvements whether before or after final acceptance, except as directly due to those negligent acts or omissions of Contractor's employees or those of Contractor's sub-contractors.

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Petroleum Marine Construction, LLC



**LOSS OR DAMAGE** - Contractor shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, hurricanes, riot, civil commotions, war, malicious mischief, or acts of God, or any cause beyond Contractor's reasonable control, and in no event shall Contractor be liable for consequential damages. Should loss of or damage to Contractor material, tools, or work occur, at the erection site, customer shall compensate Contractor therefore, unless such loss or damage results from Contractor's own negligent acts or omissions. Contractor is not responsible for existing noncompliance issues nor noncompliance issues that could arise due to the performance of this contract.

**DRAWINGS** - If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Customer shall furnish an up to date approved site plan in AutoCAD DWG format to contractor before engineering will commence.

**DEFAULT** - In the event of any default by customer in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by Contractor, and less overhead and profit to the project, shall immediately become due and payable irrespective of the acceptance by Contractor or notes from Contractor or extension of time for payment. In the event of default by customer, any advance sums paid to Contractor under this contract may be retained by Contractor as liquidated damages. No failure on the part of Contractor to exercise any right or remedy available to Contractor shall operate as a waiver thereof. All rights and remedies provided by this contract and otherwise available to Contractor at law, in equity or under any other agreement shall be cumulative and no such right or remedy shall be deemed to be exclusive or alternative.

**FORCE MAJEURE**: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID -19**: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, PMC, LLC shall be entitled to an equitable change order.

**MISCELLANEOUS PROVISIONS** - Any condition in the customer's form of contract which conflicts with Contractor conditions stated herein shall be void to the extent that it so conflicts. The terms, covenants and conditions contained in this contract shall be construed and enforced in accordance with the laws of the State of Florida. In the event of any litigation arising because of this contract, the prevailing party will be entitled to recover a reasonable attorneys' fee, and costs, together with a reasonable attorneys' fee and costs on appeal. In the event of any such litigation, if the litigation involves the foreclosure of a lien, or if not, each party hereto waives the right to trial by jury. The headings of this contract are for convenience of reference only, and shall not affect the construction of this contract. For all disputes arising from this Proposal, whether decided by the court or through arbitration, venue shall be in the Broward County, FL. The laws of the forum state, including that state's choice of law rules, shall apply to all proceedings.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ABELEDA, OLIVER O**

PETROLEUM MARINE CONSTRUCTION, LLC

120 EAST OAKLAND PARK BLVD

SUITE 105

FORT LAUDERDALE FL 33334

LICENSE NUMBER: **CBC1261619**

EXPIRATION DATE: **AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ABELEDA, OLIVER O**

PETROLEUM MARINE CONSTRUCTION, LLC  
120 EAST OAKLAND PARK BLVD #105  
FORT LAUDERDALE FL 33334

**LICENSE NUMBER: PCC1256959**

**EXPIRATION DATE: AUGUST 31, 2024**

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