

**NOTICE TO BIDDERS**  
**FUEL STORAGE AND DISPENSING UNITS**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for the purchase of "TWO FUEL STORAGE AND DISPENSING UNITS" DCA Project No. 06DB-3C-01-67-01-W30.

All bids must be original and delivered by hand, FedEx, or mail to the Office of the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570; and must be received by 10:00 a.m., April 25, 2006, at which time bids will be opened and read aloud. All interested parties are invited to attend.

Questions concerning this equipment should be directed to Robert L. Jones, Grant Administrator at (850) 956-5087.

Specifications and bid form may be secured from Santa Rosa County Website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1833. Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

Santa Rosa County does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or provision of service.

By order of the Board of County Commissioners of Santa Rosa County, Florida.

**LEGAL NOTICE**

Two issues – Pensacola News Journal – April 9, 2006 and April 11, 2006.

Bill and proof to Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570, Attn: Orrin L. Smith.

April 9, 2006

**MEMORANDUM**

TO: Company Addressed

FROM: Santa Rosa County Procurement Department

SUBJECT: Fuel Storage and Dispensing Units

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for "TWO FUEL STORAGE AND DISPENSING UNITS".

All bids must be in writing and delivered by hand, FedEx, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570; and must be received by 10:00 a.m., April 25, 2006, at which time bids will be opened and read aloud. All interested parties are invited to attend.

Bids are to be sealed and plainly labeled "**BID – FUEL STORAGE AND DISPENSING UNITS**". Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder.

Specifications and bid form may be secured from the Santa Rosa County Website ([www.santarosa.fl.gov/bids](http://www.santarosa.fl.gov/bids)) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1833.

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## **CDBG SUPPLEMENTAL CONDITIONS**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance
6. Energy Efficiency
7. Conflict of Interest
8. Contract Termination, Disbarment
9. Certification of Eligibility

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### **1. Termination (Cause and/or Convenience):**

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) An opportunity for consultation with the terminating party prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

- (1) No amount shall be allowed for anticipated profit on unperformed services or other work, and
- (2) Any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- (d) Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall
- (1) Promptly discontinue all affected work (unless the notice directs otherwise) and
  - (2) Deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- (e) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- (f) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

**2. Access to Records:**

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**3. Retention of Records:**

The contractor shall retain all records relating to this contract for five years after the administrative closeout of the CDBG grant.

**4. Remedies:**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**5. Environmental Compliance:**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

**6. Energy Efficiency:**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**7. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

## **8. Contract Termination, Debarment:**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## **9. Certification of Eligibility:**

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., A Federal Housing Administration transactions@, provides in part A Whoever, for the purpose of . . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

## **Specifications for Fuel Storage and Dispensing Units**

Santa Rosa County seeks to purchase two (2) fuel storage and dispensing units for gasoline and diesel fuel for the City of Gulf Breeze. Each storage/dispensing unit shall come complete as a single unit ready for placement on a slab provided by the City of Gulf Breeze. Each unit shall be ready for electrical power and communications connections upon arrival. One storage/dispensing unit shall be for unleaded gasoline and one storage/dispensing unit shall be for diesel with both meeting the following minimum requirements.

5,000 gallon dual wall UL listed two hour fire rated horizontal aboveground storage tank with welded tank saddle supports and white enamel finish, meeting NFPA standards and STI-F-921 requirements. Other methods for 110% containment may be accepted if detailed in the proposal:

- (2) 8" Emergency Vents - (1) 3" Atmospheric Vent with Riser,
- Shall include level gauge, high level alarm and mechanical leak monitoring,
- Dispensing system capable of up to 22 gpm with 20 feet of dispensing hose,
- Gasoline system shall have vapor recovery system,
- Each unit will be pre-wired to a sub-panel capable of accepting power service,
- The system will be equipped with emergency stop systems, and
- The system will be provided with a fuel management and security system with 50 access keys provided. The system will be capable of communicating with a PC via telephone modem connection. Windows 2000 or XP based software package shall be provided for accessing the fuel storage system.
- One (1) year on site warranty from the date of successful testing.

The owner shall provide the following:

- A concrete slab to the minimum dimensions required by the chosen manufacturer.
- Electrical power connection to the sub-panels. The accepted manufacturer shall provide the minimum requirements for the electrical service,
- Telephone communication to the system as required by the manufacturer, and
- All site permits required by the local, state and federal governments.

The chosen manufacturer shall be responsible for:

- All transportation permits and cost to deliver the system complete to the sites, and
- Submittal to the owner of concrete slab, electrical and communication requirements at least 6 weeks prior to delivery.
- Testing: The manufacturer shall have a representative present to test and provide any adjustments to the units. This representative shall be on site within seven

days of notification by the County that the units have been installed on slabs and connected to a power supply.

The following should be included with the bid:

- A plan and elevation drawing of a typical unit,
- Typical material list, and
- At the manufacturer's option, a price list of available add-ons or options may be included.

Upon notification of acceptance, the contractor shall have 30 days to prepare and submit shop drawings for review. Santa Rosa County shall complete the review within two weeks of receipt and provide comments to the manufacturer. Upon acceptance by the County, the manufacturer shall have 90 days to deliver the complete system.

**BID FORM**  
**FUEL STORAGE AND DISPENSING UNITS**  
DCA Project No. 06DB-3C-01-67-01-W30

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite G  
Milton, Florida 32570

Date \_\_\_\_\_

Dear Sir:

The undersigned agrees to furnish the equipment as requested by you for Santa Rosa County in your invitation to bid and certifies that the equipment bid meets or exceeds the specifications attached.

Name and Address of Bidder \_\_\_\_\_

\_\_\_\_\_

Parts and Service Location \_\_\_\_\_

\_\_\_\_\_

One 5,000 gallon Fuel Storage Unit (Gasoline)      \$ \_\_\_\_\_

One 5,000 gallon Fuel Storage Unit (diesel)      \$ \_\_\_\_\_

Total Bid for Fuel Storage and Dispensing Units is \$ \_\_\_\_\_

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Telephone

**NOTE:** Please return these bid forms to the above address. **NO OTHER BID FORM WILL BE ACCEPTED.**

**BID BOND:** The bidder will furnish a bid bond on an acceptance form or certified check in the amount of 5% of their total bid. This bond will be enforced or held until all fuel storage and dispensing units are delivered and offloaded in acceptable condition.

**PAYMENT:** The following payments will be made:  
90% of total bid at delivery  
10% of total bid at testing and acceptance of units.

**TIME:** All fuel storage and dispensing units will be delivered within 90 calendar days of acceptance shop drawings by Santa Rosa County as provided for in the specifications. If the fuel storage and dispensing units are not delivered within this timeframe, all or a prorated portion of the bid bond may be forfeited. Any damaged units will not be accepted.

**DELIVERY:** The fuel storage and dispensing units will be drop-shipped to the City of Gulf Breeze, Florida. The manufacturer shall coordinate with the City of Gulf Breeze for offloading at two locations with the city. If the city is unable to provide for offloading, then the supplier shall make those arrangements.

**BID DOCUMENTS:** The bid package consists of the following:

1. Notice To Bidder – 1 page
2. Bid Form – 2 pages
3. Bid Bond – (not included)
4. Sworn Statement on Public Entity Crimes – 1 page
5. CDBG Supplemental Conditions – 5 pages
6. Specifications – Fuel Storage and Dispensing Units – 2 pages

**ACCEPTED:** Santa Rosa County

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_ and ( if applicable ) its Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods of services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation..
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a Public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provisions of goods and services et 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.
6. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)  
\_\_\_\_\_Neither the entity submitting this sworn statement, nor one or more of the officers,, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any 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.  
\_\_\_\_\_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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to Place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Personally known \_\_\_\_\_

or Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification) My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed, or stamped commissioned name of notary public.)