

SECTION 4

SPECIFIC SPECIFICATIONS AND SPECIAL CONDITIONS FOR EVENT #4161 CLEANING AND TREATMENT OF STORED NO. 2 DIESEL FUEL ANNUAL CONTRACT

4.0 The purpose of these specifications is to describe the requirements for an annual contract for the cleaning and treatment of stored No. 2 diesel fuel for the City of Savannah Stormwater Management Department. Stormwater Management has the responsibility for - thirteen (13) diesel fuel storage tanks located at seven (7) stormwater pumping stations throughout the municipality. These fuel oil storage tanks are located above ground and vary in capacity. The fuel is clean enough to run the generators at the present time. The primary concern of this contract is about the sediment and water in the fuel and insuring it is stabilized.

To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. To enter pricing manually, complete the attached bid proposal form. Bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

A pre-proposal conference has been scheduled to be conducted in the office of the Purchasing Department, Third Floor, City Hall, 2 East Bay Street, Savannah, Georgia 31401. This meeting will allow contractors to discuss the specifications and resolve any questions and/or misunderstandings that may arise with City staff. You are invited to attend.

4.1 Specifications

4.1.1 The successful bidder (hereinafter called "the contractor") will provide cleaning and treatment of the red dyed no. 2 diesel fuel stored in on-site storage tanks upon the request of the City of Savannah.

4.1.2 Cleaning will involve the complete removal of sludge and other contaminants from the storage tanks, the centrifugation and polish filtering down to five (5) microns or less of the stored no. 2 diesel fuel and, when necessary, the addition of a biocide specifically formulated to inhibit the development of biological growth in the storage tanks.

4.1.3 The contractor may periodically be required to provide certified laboratory testing of fuel samples for, but not limited to, particulate contamination, water and sediment, micro-organisms, cultures, and bacterial count/ML at no additional cost to the City of Savannah.

4.1.4 The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work herein. The contractor shall take all necessary precautions for the safety of, and shall

provide necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

4.1.5 The contractor shall recognize and perform in accordance with all stated intents, specifications, and stipulations contained and referenced herein.

4.2 Contractor Qualifications

4.2.1 Bidders shall have prior experience in diesel fuel cleaning and the use of biocides as described within these specifications.

4.2.2 Bidders shall provide a list of four (4) references to include complete contact information and any prior work performed for other municipalities with contact information (See Attachment 1). **Bids submitted without this information will not be considered further.**

4.2.3 Bidders shall provide adequate evidence in the form of a resume or work experience summary to substantiate that the contractor personnel are qualified to perform the tasks that are covered by the scope of work. **Bids submitted without this information will not be considered further.**

4.3 Tank Locations

4.3.1 See Appendix A for current tank capacities and locations.

4.3.2 Additional tanks may be installed during the life of the contract at additional locations.

4.4 General Work Performance Requirements

4.4.1 Gallon capacities referenced in Appendix A represent tank capacity and should not be considered to be representative of actual gallons of fuel contained therein or to be cleaned. At any one time, the City of Savannah estimates the maximum storage of fuel to be approximately 97,500 gallons. The contractor shall be responsible for determining, subject to verification by City of Savannah personnel, the exact number of gallons of diesel fuel stored in each tank during the cleaning process and billing according to the actual number of gallons processed.

4.4.2 Upon request of the City of Savannah, the contractor shall provide diesel fuel cleaning in one (1) or all of the thirteen (13) diesel fuel storage tanks at any one time. Diesel fuel cleaning shall include the removal of sludge, water, and other

contaminants from the tanks, centrifugation and polish filtering down to five (5) microns or less of the stored diesel fuel and the addition of a biocide specifically formulated to inhibit the development of biological growth in the storage tanks. The City of Savannah will identify the tanks to be cleaned when making a service request.

4.4.3 The contractor's personnel shall be experienced, knowledgeable, and qualified to perform all aspects of storage tank cleaning, fuel oil purification and chemical treating work.

4.4.4 The contractor's personnel and equipment will report for work on City of Savannah work sites "fit for duty". "Fit for duty" is defined as personnel who are well rested and not under the influence of drugs or alcohol. Additionally, contractor personnel must not be in possession of any weapons or unlawful substances. All contractor vehicles entering into the project area are subject to search by the Savannah-Chatham Metropolitan Police Department (SCMPD) and shall be free of all weapons, explosives, drugs, alcohol, or other contraband. The contractor shall demonstrate and provide the City of Savannah documentation that it is a certified "Drug Free Workplace" in accordance with applicable federal and Georgia state law.

4.4.5 The contractor shall perform the work in accordance with all applicable local, state, and federal regulations. The contractor shall provide the City of Savannah with a copy of all applicable licenses and or permits required by federal law and the state of Georgia for the performance of such work.

4.4.6 The contractor shall maintain positive control of all tools, material, and equipment during the execution of the work.

4.4.7 The contractor shall maintain positive control of, and responsibility for, the lawful disposal of all expendable materials intended to be used on City of Savannah work sites.

4.4.8 The contractor must schedule all work through the Stormwater Department's project manager or his designee.

4.4.9 The Stormwater Department personnel must be present during the polishing of the diesel fuel to verify and switch fuel tanks as needed.

4.5 Personnel Documentation and Training Requirements

4.5.1 The contractor's personnel performing work under this agreement must possess the knowledge, skills, and experience to perform all aspects of the work in a safe and

workman-like manner.

4.5.2 The City of Savannah retains the sole authority to determine the acceptability of any contractor personnel to perform any tasks that are required by the terms of the contract and to deny access to the site for just cause.

4.6 Contractor Responsibilities

4.6.1 The contractor shall provide all manpower and equipment, including, but not limited to, power, centrifuge, filters, and containers required to perform the scope of work outlined in this agreement.

4.6.2 The contractor shall provide upon request any documentation on personnel and vehicles located on City of Savannah work sites.

4.6.3 The contractor shall produce copies of regulatory licenses and permits required by federal law and the State of Georgia to perform the specified work. The contractor shall comply with all applicable federal, state, and local laws and regulations in the performance of the work.

4.6.4 The contractor shall provide adequate retention devices such as berms or other barriers to ensure any leakage/spillage is captured and not allowed to seep into the ground or run off into the storm drainage system. This includes a sludge bowl capacity of at least two (2) gallons. The contractor shall be solely responsible for the cost to contain and remediate any and all fuel spills resulting from his operations.

4.6.5 The contractor shall provide all hoses, connectors, and adapters required to interconnect the City of Savannah's fuel storage tanks to the contractor's equipment.

4.6.6 The contractor shall provide personal safety equipment for the contractor's employees, as required by Occupational Safety and Health Administration (OSHA) regulations (i.e. hardhats, safety glasses, hearing protection, gloves, etc.).

4.6.7 The contractor shall retain ownership and provide proper disposal of all used filtration media or cartridges resulting from this scope of work. The contractor shall be responsible for the lawful disposal of any and all contaminants removed from fuel storage tanks during cleaning procedures to include but not limited to waste fuel, particulate matter, water, and other deleterious materials at no additional cost to the City of Savannah.

4.6.8 Bidders shall submit bid pricing based on performing all work between 7:30 am until 3:30 pm, Monday through Friday.

4.6.9 The contractor shall invoice for the actual gallons of fuel cleaned and treated based on the quoted “per gallon” pricing. Pricing will remain firm for the life of the contract.

5.0 General Specifications

5.1 The bid response must include the following documents in this order:

- Bid Proposal Form
- Non-Discrimination Statement
- Proposed Schedule of MWBE Participation
- Other requested submittals as stated

All referenced documents must be completed and returned in their entirety to constitute a complete bid.

5.2 Bids may be submitted manually to the address listed in the bid documents or electronically via the supplier portal in sufficient time to ensure receipt by the Purchasing Department on or before 1:30 P.M. on the date specified in the web page listing for this event. Requested documentation may be attached to the bidder’s response. A supplier guide for assistance in submitting responses can be found by clicking on the Important Documents tab of the Purchasing SavEPro webpage at: <http://www.savannahga.gov/index.aspx?NID=591>

5.3 Original invoices should be sent to:

City of Savannah
P.O. Box 1027
Savannah, GA 31402

5.4 Vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. Addenda must be acknowledged in order for bids to be considered.

5.5 To be awarded a bid, vendors must be registered as suppliers on the City of Savannah’s website at www.savannahga.gov.

5.6 Bidder acknowledges that by submitting a bid for this event, it is waiving any right to insist upon the inclusion of any exculpatory provisions in the parties’ contract. The City will not enter into any contract that contains exculpatory provisions in favor of bidder.

5.7 This is an annual contract and prices are to be held firm for a period of one (1) year (12 months). This agreement may be renewed for up to three (3) additional twelve (12) month periods, if necessary, and if all contracting parties so agree and services provided by the

vendor have been satisfactory. This contract will end once all tanks have been cleaned. The City reserves the right to cancel this contract at any time with a 30 day notice of cancellation.

5.8 Bonding:

(A) Each bidder shall post a bid bond, certified check or money order made payable to the City in the amount of 5% of the bid price. A company check is not acceptable. No bids shall be read or considered without a proper form of security.

(B) No bond, certified check, or U.S. Money Order is required.

(C) Bidder shall post a payment / performance bond, certified check or money order payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

(D) Bidder shall post a performance bond, certified check or money order in the amount of % of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia, approved by the City, and must be executed on the attached forms. At the discretion of the City, other forms of security may be considered in lieu of a performance bond.

6.0 Insurance Requirements

6.1 Comprehensive General Liability

Contractor shall carry comprehensive general liability on an occurrence form with no “x, c or u” exclusions with the following minimum limits:

- Each occurrence - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000
- Personal & Adv Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

6.2 Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned and hired automobiles

- Minimum limits are \$1,000,000
- Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate
- A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

6.3 Workers Compensation

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

6.4 Umbrella/Excess Liability

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

6.5 General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A (minus), X, or better

Any modifications to specifications must be approved by the City

EXCEPTION SHEET

If the commodity(s) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature_____

Company_____

Title_____



**BID PROPOSAL FORM
(SUBMIT AS THE COVER SHEET)**

City of Savannah Purchasing Department
3rd Floor, City Hall
P. O. Box 1027
Savannah, Georgia 31402
ATTN: Purchasing Director

EVENT NUMBER: 4161
Business Location: (Check One)
 Chatham County
 City of Savannah
 Other

ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED A CONTRACT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV. ALL MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORM CONTAINED IN THESE SPECIFICATIONS TO BE CONSIDERED.

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA?
(CHECK ONE) YES: _____ NO: _____

FROM WHAT CITY/COUNTY _____

TAX CERTIFICATE #: _____ FED TAX ID #: _____

INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY): CHECK ONE: CORPORATION PARTNERSHIP
 INDIVIDUAL OTHER
(SPECIFY: _____)

INDICATE OWNERSHIP STATUS OF BIDDER
(CHECK ONE):

NON-MINORITY OWNED ASIAN AMERICAN
 AFRICAN AMERICAN AMERICAN INDIAN
 HISPANIC OTHER MINORITY (describe)
 WOMAN (non-minority) _____

Do you plan to subcontract any portion of this project? Yes _____ No _____

If yes, please complete the attached schedule of M/WBE participation. Also complete the schedule if you will be using any M/WBE suppliers.

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY



THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	No. 2 Diesel Fuel Cleaning and Polishing	85,000 gallons		
2	Biocide Treatment	85,000 gallons		

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

(Minimum of 10 working days must be allowed for discount to be considered in bid award)

___ Less ___ % ___ Days Prompt Payment Discount (if offered) (_____)

___ Net - 30 Days (no discount offered) - 0 -

TOTAL NET BID \$ _____
=====

ARE YOU ABLE TO MEET ALL INSURANCE REQUIREMENTS LISTED IN THE SPECIFICATIONS? _____

HAVE YOU SUBMITTED ATTACHMENT 1 WITH YOUR BID? _____

HAVE YOU SUBMITTED A RESUME OR WORK EXPERIENCE SUMMARY AS SPECIFIED IN SECTION 4.2.3? _____

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM _____ #

DATE _____

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Please Print Name

Authorization Signature
Date

NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Title



PROPOSED SCHEDULE OF M/WBE PARTICIPATION

All M/WBEs listed **must be certified as a minority-owned or women-owned business** by the City of Savannah or a federally-recognized or state-level certifying agency (such as USDOT, State DOT, SBA 8(a) or GMSDC) that utilizes certification standards comparable to the City of Savannah **prior** to the due date of this bid. **Other business certifications that do not specify majority woman or minority ownership may not be substituted. Proof of M/WBE certification from the certifying agency is required to accompany the bid.** A firm that has submitted an application for M/WBE certification but has not been certified is not qualified as a certified M/WBE and will not be recognized as such during the City's evaluation process. To expedite verification, please provide accurate phone numbers for all M/WBEs listed and ensure firms understand contact will be made following bid submittal.

Name of Proposer: _____ Event No. 4161

Project Title: _____

NOTE: Unless certified through the City of Savannah M/WBE Program, proof of M/WBE certification must be attached for all firms listed.

Name of M/WBE Participant	Name of Majority Owner	Telephone	Address (City, State)	Type of Work Sub-Contracted	Estimated Sub-contract Value	MBE or WBE	Certified? (Y or N)	Certifying Agency? (City of Sav. or Other)
					%			
					%			
					%			
					%			
					%			
					%			

MBE Participation Value: _____ % WBE Participation Value: _____ % M/WBE Participation Value: _____ %

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah. The Prime's subcontractor that subcontracts work must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. The Prime may count toward the goal any tier of M/WBE subcontractors and/or suppliers that will be utilized in the contract work. However, when an M/WBE subcontracts part of the work, the value of the subcontracted work may only be counted toward the goal **if the tier subcontractor is an M/WBE**. Any work an M/WBE firm subcontracts to a non-M/WBE firm **will not count toward the M/WBE goal**. It is the responsibility of the Prime contractor to advise all M/WBEs of this requirement and to ensure compliance by subcontractors.

Joint Venture Disclosure

If the prime bidder is a joint venture, please describe the nature of the joint venture, the level of work and the financial participation to be provided by the Minority/Female joint venture firm in the space provided below.

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____ Date: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

The Minority/Women Owned Business Office is available to assist with identifying certified M/WBEs. Please contact the M/WBE Office at (912) 652-3582. The City of Savannah's certified M/WBE registry is posted on its website @ www.savannahga.gov.



Developing a Strong M/WBE Participation Plan

Key facts every bidder/proposer needs to know prior to developing their M/WBE Participation Plan:

1. All bidders/proposers must submit a “Proposed Schedule of M/WBE Participation” which identifies the minority and/or woman-owned companies that have agreed to participate in the project if awarded. All companies listed on the form must be certified as either minority-owned and controlled or woman-owned and controlled. The City does not accept a company’s “self-identification” as minority or woman-owned.
2. Proof of M/WBE certification from the certifying agency is required to accompany the bid; and certification must have been completed by the City of Savannah, a federally-recognized or a state-level certifying agency (USDOT, State DOT, SBA 8(a) or GMSDC) utilizing certification standards comparable to the City of Savannah.
3. The certification must have been approved prior to the due date of this bid. A firm that has submitted an application for certification but has not been certified will not be counted toward the M/WBE goal.
4. The M/WBE Office will be contacting all M/WBE firms included in the bidder’s M/WBE Plan to confirm each: a) was contacted by the bidder/proposer; b) performs the type of work listed; and c) agreed to participate.
5. To expedite the verification process, bidders/proposers need to: provide accurate phone numbers for all M/WBEs listed; ensure M/WBEs know to expect to be contacted by phone and email; request M/WBEs be accessible during the critical period before bid-opening; and advise M/WBEs that City staff must receive the M/WBE’s confirmation that the firm agreed to participate in the bid/proposal in order for the prime contractor to receive credit toward their proposed M/WBE participation goals.
6. If a proposed M/WBE cannot be confirmed as certified, performing the type of work described or agreeing to participate, the bidder/proposer will be notified and given a pre-determined period to submit a correction. If an M/WBE still cannot be confirmed or replaced, the proposed percentage of participation associated with the unverified M/WBE firm will not be counted and will be deducted from the overall proposed M/WBE goal.
7. Any tier of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal as long as the tier subcontractors/suppliers are certified M/WBEs. Work that an M/WBE subcontracts to a non-M/WBE firm does not count toward the M/WBE goal.
8. M/WBEs must perform a “**commercially useful function**” which is the provision of real and actual work or products, or performing a distinct element of work for which the business has the skills, qualifications and expertise, and the responsibility for the actual management and supervision of the work contracted.
9. Per the *Proposed Schedule of M/WBE Participation* “the undersigned (bidder/proposer) will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah.” **This signed commitment is taken seriously by the City**, so do not list M/WBEs you do not plan to utilize. Any proposed changes must be pre-approved by the M/WBE Office, be based on legitimate business-related reasons, and still meet the M/WBE participation goals per the City’s contract.
10. A bidder who is a certified M/WBE may count toward the goal the portion of work or services on a City contract that is actually performed by the M/WBE, including: the cost of supplies/materials purchased or equipment leased for contract work, fees for bona fide services such as professional or technical services, or for providing bonds or insurance specifically required for the performance of a City contract.
11. If awarded the contract, the MWBE Office will be reviewing your company’s subcontracts, invoices and payment records to substantiate the completion of work and payment of M/WBEs. If the prime contractor is an M/WBE that is being included in its M/WBE goal, the prime contractor must maintain records that will be inspected to prove the portion of work performed, cost of work, and payments to the prime company.
12. Most bids for goods and materials do not have specific MWBE goals established for the contract. If no goals are include in the scope of work or General Specifications, you are not required to submit MWBE participation but encouraged to do so when the opportunity is available. The City maintains this information for statistical purposes only and it is not reflected in the award decision.