

**Event No. 7404 – OFF-ROAD DIESEL FUEL AND FUEL TANK  
MAINTENANCE  
Bidder’s Checklist – Envelope Requirements**

This checklist shall be attached to the outside of the envelope of a bid. Failure to complete, sign, and attach this checklist may result in a bid being deemed nonresponsive. Nonresponsive bids will be returned to the vendor unopened.

Firm name: \_\_\_\_\_  
 Contact person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

**Envelope must contain the following documents:**

<b>Initials</b>	<b>Document</b>
	Bid Proposal Form, Including Acknowledgement of Any Addenda
	Exception Sheet
	Contractor Affidavit and Agreement (Employee Eligibility Verification)
	Affidavit Verifying Status for City of Savannah Benefit Application
	Attachments
	Certifications/Licenses
	Insurance
	Any Other Requirements as Stated in the Specs

By signing below, bidder is attesting that all items listed in the checklist above have been included in the envelope.

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

## OFF-ROAD DIESEL FUEL AND FUEL TANK MAINTENANCE

### EVENT NO. 7404

#### SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for an annual contract to provide maintenance and repair services for stored off-road diesel fuel and fuel tanks strategically located throughout the City of Savannah Wastewater Conveyance Department area of responsibility.

To enter pricing manually, complete the attached bid proposal form. To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. If submitting electronically, submit the total amount for line item #4 as the materials cost (\$10,000) plus the percentage markup cost (ex. If your markup is 10% you would enter \$11,000 as your total markup cost). Bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

A pre-bid conference has been scheduled to be conducted at the Purchasing Office, 305 Fahm 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 References

- |       |               |  |
|-------|---------------|--|
| 4.1.1 | ASTM D975-02  | Standard Specification for Diesel Fuel Oils                  |
| 4.1.2 | ASTM D6469-11 | Microbial Contamination in Fuels and Fuel Systems            |
| 4.1.3 | ASTM D4176-04 | Free Water and Particulate Contamination in Distillate Fuels |

#### 4.2 Scope of Work

This contract shall encompass all labor, material, equipment, and services required to maintain the described diesel fuel and fuel tanks in a perpetual "ready-for-use" condition.

#### 4.3 Services Required

The below-listed services shall be the minimum requirements of this contract.

- 4.3.1 Planned Maintenance (PM) Services. These services shall be designated as routine and shall be accomplished on a regularly scheduled basis. The successful bidder shall closely coordinate with the Wastewater Conveyance Maintenance Office periodically (minimum of semi-annually) to establish and/or revise the PM Schedule. The activities listed below shall represent the minimum requirements of a PM Service for each item (fuel tank) serviced:

- A. A visual inspection of the fuel tank, associated piping, and fuel delivery accessories (fuel gauge, filler cap, fume exhaust vents, foot valve, and etc.) for evidence of excessive deterioration (rusting), fuel leakage, physical damage, and non-serviceability. All discrepancies shall be reported to the Wastewater Conveyance Maintenance Office in both verbal and written form.

- B. A "bottom sweep" of the fuel tank designed to remove any free water, algae, and sludge from the tank interior.
- C. Polish the fuel inside the tank to a final condition of being filtered to five (5) microns or better. The polishing process shall be accomplished in a manner in which the fuel in the tank is used as a washing agent to scrub the fuel tank interior surfaces in order to knock loose contaminating substances which may be clinging thereto so that they may be removed from the tank through the filtering process.
- D. Take a sample of the polished fuel in the bottom one-third (1/3), middle, and top one-third (1/3) of the actual fuel level in the tank. Refer to IAW ASTM D4176-04 Paragraph 4.1, Procedure 1 in order to verify that the fuel is acceptably polished. Additional polishing shall be performed as necessary until the "pass" conditions of ASTM D4176 are met or exceeded.

NOTE: The services/ activities described above shall be accomplished in a manner that does not take the fuel system or associated equipment out-of- service for a time period greater than 15 minutes.

#### 4.3.2 Fuel Tank and Associated Equipment Repairs

Repairs such as sensor, venting, and pipe replacement and/ or repair shall be scheduled and accomplished on an "as requested" basis. All such repair services shall require a formal written estimate approval prior to the start of any work.

- a. This pricing shall be based upon actual labor (hourly), material/ parts used, and fees required to affect the complete repair. Each system shall be identified and invoiced separately. Invoices shall include but not be limited to the following billable items:
  - 1. Parts and material required and used. Parts and material pricing shall be based upon a cost plus standard mark-up percentage. This standard mark-up percentage shall be submitted on the bid proposal form and shall remain firm for the life of the contract.
  - 2. Labor Rate. Bidders shall provide both a regular straight time and a premium overtime hourly labor rate. The straight-time hourly rate shall be based on the vendor's normal hours of operation. Authorization to work and invoice at the premium overtime rate shall be solely at the discretion of the City of Savannah Vendor 's normal hours of operation shall be listed on the bid proposal form.
  - 3. Fees. Fee costs incurred by the necessary requirements to accomplish the service shall be invoiced at the vendor's actual cost WITHOUT MARK-UP ADDED.

#### 4.4 Pricing Structure

The pricing structure for invoicing of the services under this contract shall be comprised of the three major categories listed below. Prices shall be held firm for the life of the contract.

- 4.4.1 Routine Planned Maintenance (PM) Services. This pricing shall include all labor, material required, and waste disposal fees prorated on a "per gallon" basis for the number of gallons actually processed.
- 4.4.2 Mobilization Fees. A one-time mobilization fee to and from the vendor's home base shall be assessed for each deployment regardless of how many sites and/ or gallons of fuel are polished during the work visit of vendor personnel. Expenses related to lodging and/ or meals shall not be invoiced to the City of Savannah.
- 4.4.3 Equipment Repairs: Pricing as outlined in Section 4.3.2.

4.5 Determining the Number of Gallons Processed

Since the various storage tanks serviced under this contract will generally not be filled to capacity, the method of determining the amount of fuel actually processed shall be calculated by the method(s) listed in 4.7.4 prior to beginning the cleaning process.

4.6 Invoices

4.6.1 Original invoices for services rendered shall be submitted to the address listed below.

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

4.6.2 An additional copy of all invoices shall be sent via email to [DMiller01@Savannahga.gov](mailto:DMiller01@Savannahga.gov) for review of the Wastewater Conveyance Maintenance Superintendent prior to release for payment.

4.7 Additional Instructions

4.7.1 Since the City of Savannah infrastructure is always evolving, the locations, quantities, types, and physical locations of fuel storage systems serviced by this contract may change over time. The Wastewater Conveyance Department shall keep the contractor apprised of such changes as they occur.

4.7.2 Final coordination of PM Service scheduling shall be made between the Wastewater Conveyance Department and the successful bidder following contract award. Updates and/ or revisions of this scheduling shall be closely coordinated as necessary.

4.7.3 In the event of a hurricane or other natural disaster, the City of Savannah will have special needs for the restoration of essential equipment systems to full operational status as quickly as possible. Each bidder shall commit to placing the needs of the City of Savannah in a high priority status during such events. Each bidder shall submit their plan for response to this type of emergency as part of their bid proposal. This plan shall address the following listed issues as a minimum.

- A. Capability to provide extra work crew(s) and equipment as augmentation to normal staffing.
- B. Capability to respond to service requests within a greatly shortened timeframe.
- C. Impact on service pricing for disaster related services. While it is expected that the normal pricing structure will apply for regular staffing, it is understood by the City of Savannah that the deployment of augmentation crews and equipment may require a different pricing structure. If applicable, such pricing structure adjustments shall be submitted as part of the bid proposal.

4.7.4 The method for determining the actual quantity of gallons to be processed at each tank shall be calculated by one of the methods listed below.

- A. Rectangular tanks: The depth (H) of the fuel level inside the tank shall be measured in feet. The inside width (W) of the tank shall be measured in feet. The inside length (L) of the tank shall be measured in feet. Using the measurements attained above, the number of gallons shall be calculated using the mathematical formulae below.

- 1) Cubic feet of fuel =  $L \times H \times W$
- 2) Gallons of fuel = (Cubic feet of fuel) x 7.48

- B. Cylindrical tanks: The depth of the fuel level inside the tank shall be measured in feet. The inside width of the tank shall be measured in feet. The inside length of the tank shall be measured in feet. Designate the measurements as follows:

Fuel Depth = D

Inside Width of tank= W Inside Length of tank= L

Standard mathematical function Pi = 3.14

Radius Squared = (W divided by 2) x (W divided by 2)

The number of gallons to be processed shall be calculated using the mathematical formulae listed below.

- 1) Cubic feet of fuel = (Radius squared) x (3.14) x D x L
- 2) Gallons of Fuel = (Cubic feet of fuel) x 7.48

#### 4.8 Attachments

- 4.8.1 Lift Stations "Drive To" Instructions (Attachment 1)
- 4.8.2 Lift Stations Fuel Tank Approximate Capacities (Attachment 2)
- 4.8.3 ASTM D4176-04 (Reapproved 2009) (Attachment 3)

#### 4.9 Insurance Requirements

Insurance Requirements are non-negotiable.

##### 4.9.1 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.

##### 4.9.2 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.

#### 4.9.3 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.

#### 4.9.4 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.

#### 5.0 General Conditions

5.1 The bid response shall include all documents required in the bidder's checklist.

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

5.2 Original invoices should be sent to:

City of Savannah  
Accounts Payable  
P.O. Box 1027  
Savannah, Georgia 31402

- 5.3 The vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued for this event must be acknowledged in order for a bid to be considered.
- 5.4 This is an annual contract and prices are to be held firm. The first term shall begin on the date of award and end one year after on December 31, 2020. This agreement may be renewed for up to three additional 12 month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. In the event this contract is not renewed prior to the expiration of any term, this contract shall continue to be honored on a month-to-month basis until this contract has been renewed.
- 5.5 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at [www.savannahga.gov](http://www.savannahga.gov).
- 5.6 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.
- 5.7 All bids must be submitted in **DUPLICATE**.

**EXCEPTION SHEET**

Event #7404

If the commodity(ies) 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 Division  
305 Fahm Street  
Savannah, Georgia 31401  
ATTN: Purchasing Director

EVENT NUMBER: 7404  
Business Location: (Check One)  
 Chatham County  
 City of Savannah  
 Other

**ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.**

**MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THIS BID PROPOSAL FORM IN ORDER 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: \_\_\_\_\_)**

**Do you plan to subcontract any portion of this project? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please complete the attached schedule of DBE participation. Also complete the schedule if you will be using any DBE suppliers.**

**ADDENDA ACKNOWLEDGEMENT**

My signature below confirms my receipt of all addenda issued for this proposal.

\_\_\_\_\_  
Signature

\*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

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	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	Planned Maintenance Cleaning per annum	14,000 Gallons		
2	Mobilization Fee	1 each		
3	Repair Labor – Straight Time	100 Hours		
4	Repair Labor - Overtime	100 Hours		

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 \$

=====

DO YOU HAVE THE REQUIRED INSURANCE? \_\_\_\_\_

WHAT IS YOUR FIRMS MARK-UP PERCENTAGE? \_\_\_\_\_%

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

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

BY:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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## **Instructions for Completing Contractor Affidavit and Agreement Form**

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf).) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

## ***Affidavit Verifying Status for City of Savannah Benefit Application***

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\* \_\_\_\_\_  
Alien Registration number for non-citizens.

Notary Public  
My Commission Expires:

***Instruction for Completing Systematic Alien Verification  
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia’s cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

## 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, women, and individuals belonging to other socially and economically disadvantaged groups;
- (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.

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Signature

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Title