

CITY OF PANAMA CITY BEACH



INVITATION TO BID

PCB22-06 ITB

CITYWIDE FUEL SERVICES

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

SEPTEMBER 20, 2021

INVITATION TO BID

PCB22-06 ITB CITYWIDE FUEL SERVICES

The City of Panama City Beach is accepting electronic (e-submission) and sealed Bids for **PCB22-06 ITB Citywide Fuel Services** for fuel stations and generators at various City locations. The locations are provided in Exhibit A and B. The City intends to select one or more contractors to deliver the services described herein.

All Bids must be received no later than **Monday, October 11, 2021 at 2:00 PM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at www.demandstar.com or at [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **September 20, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and two copies along with a CD or flash drive may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB22-06 ITB Citywide Fuel Services** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Bids shall be sealed and delivered or mailed to:

**City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities.

Any and all questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Tina Kunst, Phone: 850-233-5100 ext. 2332 or email: Purchasing@pcbfl.gov**. Contact with any other City official or City employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

SECTION I

INFORMATION FOR BIDDERS

The City of Panama City Beach (hereinafter referred to as "City") is requesting sealed Bids for Citywide Fuel Services at various locations. The contractor will furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals in accordance with requirements described in Bid documents.

BID DUE DATE & TIME: Monday, **October 11, 2021, AT 2:00 P.M.** CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach Florida 32413. Bids are to be received NO LATER THAN 11:30 A.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining late Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 2:0 P.M. on, Monday, October 11, 2021. The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB22-06 ITB CITYWIDE FUEL SERVICES**. Bidder's name and return address should be clearly identified on the outside of the package.

There will be no Pre-Bid meeting for this solicitation.

Bidders submitting paper Bids must submit two (2) complete Bid responses (one (1) original and one (1) copy) along with one (1) electronic formatted copy that includes all supporting documentation:

A complete BID response shall consist of the following required documents:

1. Bid Form
2. Certification Regarding Lobbying
3. References
4. Drug Free Workplace
5. E-Verify Form
6. Non-Collusion Affidavit
7. Public Entity Crime Statement

Additional reference documents:

1. Notice of Award
2. Agreement
3. Attachment A – Routine Fuel Pumps
4. Attachment B – Generators

Bidders submitting Electronic Bids must submit all the required documents with Bid and it will only be accepted when submitted through the DemandStar's Bid portal. Emailed or facsimile (fax) submissions will not be accepted.

Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids which do not comply with these requirements may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with all addenda issued. It is the sole responsibility of the Bidder to determine if any addenda(s) have been issued. Addenda(s) are available online at the City of Panama City Beach Web Page <https://www.pcbfl.gov/about-us/rfp-posts-list> and also on DemandStar at www.demandstar.com.

Bids not submitted with all the required documents may be rejected.

All questions about the meaning or intent of the Bid Documents shall be submitted in writing and directed to the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, Attention: Tina Kunst, Purchasing Manager. Questions may also be sent via e-mail at Purchasing@pcbfl.gov. Questions will be answered by a formal written addendum and posted on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and on DemandStar at www.demandstar.com. Questions received less than SEVEN (7) calendar days prior to Bid due date will not be answered. Only questions answered by formal written addenda will be binding. Bidder is responsible for verifying questions were received by the Purchasing Manager. It is the sole responsibility of the Bidder to determine if an addendum(s) has been issued.

The City shall award the contract to the lowest fully responsive and responsible Bidder(s); provided, that the City may award the contract to a Bidder(s) other than the lowest Bidder should it find the lowest Bidder does not offer the reliability, quality of service or product afforded by such other Bidder. Where a Bid other than the lowest Bid is taken, the City shall state the reasons upon which such award was made.

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the Bid. No allowance will be made to any Bidder because of a claimed lack of examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.

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SECTION II

GENERAL CONDITIONS

ADDENDUM AND AMENDMENTS TO INVITATION FOR BID: If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's solicitation hosting software linked on the City's website. Addenda information will be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are solely responsible to ensure they have received all addenda before submitting their Bid.

ADDITIONAL TERMS & CONDITIONS: The City reserves the right to:

1. Accept or reject any and all Bids, whole or in part.
2. Conduct investigations of the qualifications of the Bidder as deemed appropriate.
3. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
4. Reject all submitted Bids and provide for the request of additional Bids whenever it finds that the Bids submitted are not responsive to the request for Bids, that the Bids are not responsible or that the Bid prices are unacceptable.
5. Waive any technicalities or informalities.
6. Award a contract deemed to be in the best interest of the City.
7. Retain all Bids and to use any ideas in a Bid regardless of whether that Bid selected.

ANTI-DISCRIMINATION: The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

AWARD - The City shall award the contract to the lowest fully responsive and responsible Bidder; provided, that the City may award the contract to a Bidder other than the lowest Bidder should it find the lowest Bidder does not offer the reliability, quality of service or product afforded by such other Bidder. Where a Bid other than the lowest Bid is taken, the City shall state the reasons upon which such award was made.

BIDDER ACKNOWLEDGEMENT: By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, and quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or firm of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or firm selected.

BIDDER EXPENSES - The City is not responsible for any expenses that Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel

expenses; and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CERTIFICATES OF INSURANCE: The successful Bidder shall be submit a Certificate of Insurance within 10 days of Notice of Award.

CHANGE ORDER - No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONFLICT OF INTEREST – The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder’s firm or any of its branches or affiliate companies.

DEFAULT/FAILURE TO PERFORM: City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the Purchasing Division will notify the Bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the Bidder’s part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Manager notifying in writing the Bidder of its intentions and the effective date of the termination. The following shall constitute default: City of Panama City Beach may terminate the Contract if the Bidder fails to (1) deliver the product within the time specified in the Contract or any extension,(2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

E-VERIFY: The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Bidder

knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

MINOR IRREGULARITIES/INFORMALITIES: The City of Panama City Beach reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations, that may affect the eventual outcome of this Bid, will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

NON-COLLUSION: Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

NOTIFICATIONS: The City of Panama City Beach's official website for notices, Bids, addendums and other documents is located at <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are also advised that <http://www.demandstar.com> is one of the City's sourcing methods of notices, addendum, Bids and other documented communications. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> or <https://www.pcbfl.gov/about-us/rfp-posts-list> for

information and updates concerning solicitations or contact the Purchasing Manager on the information listed above.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: All Bidders submitting a response to this Request for Bid agree that such response also constitutes a proposal to other Florida governments under the same conditions, for the same contract price, and for the same effective period, should the Bidder feel it is in their best interest to do so. Each governmental agency desiring to accept this proposal and make an award thereof shall do so independently of any other governmental agency.

Furthermore, each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of the ITB. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

PUBLIC ENTITY CRIMES: By submission of response to the City's Invitation for Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive

solicitation. A Bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Bids, Bids or replies

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder' duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.

BIDDER/RECOMMENDATION OF AWARD INFORMATION: Notice of Award, Bids currently available, and Tabulation sheets will be available Online. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER: A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid.

RESPONSIVE BIDDER: A Bidder, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.

TAX EXEMPTIONS: The City of Panama City Beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

TERM: The period of this Agreement shall be for a two-year term with two (2), one-year renewals for a total of four years upon mutual written agreement of both parties.

TERMINATION AND SUSPENSION

1. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.
2. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of

termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (60) days thereafter.

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SECTION III

SCOPE OF WORK

It is the intent of the City of Panama City Beach to contract with one or more contractors to provide unleaded gasoline and diesel fuel for various City locations on an as needed basis as well as emergency situations. Emergency events include but are not limited to natural disasters such as hurricanes, tornadoes, windstorms, floods, and fires as well as man-made events such as civil unrest and terrorist attacks. The City Reserves the right to add or remove delivery locations and add or remove fuel types for delivery based on the City's needs and fuel tank delivery sites. No minimum order is guaranteed.

It is further specified that this bid is to obtain fuels at competitive market rates through a conditional contract for the required materials with suppliers that have access to volumes of substantial petroleum products from nearby ports via contractual allocations or direct ownership and have proven stable business operations; including provisions for delivery capabilities and business continuity that will ensure prompt and convenient service.

1. FUEL REQUIREMENTS

A quality motor fuel is desired; contaminated and/or degraded fuel will not be acceptable. The fuel to be provided under this bid must meet the following requirements:

2. The supplied gasoline shall be visually free of un-dissolved water, sediment, and suspended matter. It shall be clear and bright at ambient temperatures. Anti-knock index levels, defined as the average of the research octane number and motor octane number $(R+M/2)$ shall be Regular E-10 Unleaded-87 Octane and the Plus Unleaded Ethanol Free as stipulated by City of Panama City Beach. ASTM standard specifications for automotive gasoline per A.S.T.M. specification D4814 shall prevail in case of dispute of quality. Ethanol rating/content: E10 is the maximum – E15 fuels are not acceptable under this bid.
3. The #2 Dyed Diesel Fuel supplied shall conform to ASTM D975-81 (or latest revised ASTM standard or other as dictated by the City on an on-going basis).
4. All fuel (gasoline and diesel motor fuels) shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as a fuel in internal combustion engines.
5. All fuel and fuel products shall meet or exceed State of Florida specifications found at <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=5J-21> or current State of Florida specifications as updated by the State.
6. Non-approved additives are prohibited from all products. Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process.
7. Certificates of Analysis certifying that all fuel and fuel products being purchased under any resulting term contract(s) meet the product specifications referenced in

these technical specifications may be requested at any time.

8. OPIS REPORTS:

City of Panama City Beach utilizes the Oil Price Information Service for Port of Panama City at 10:00 a.m. (price fluctuates by port and time of day). If the City opts to utilize the awarded vendor to purchase this OPIS report, the OPIS report needs to be sent via email to the Purchasing Manager, City of Panama City Beach City Hall at 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

The subscription must be for the term of the contract and all renewal periods. Duplications or reproductions of the OPIS report are not acceptable. The OPIS report supplied to City of Panama City Beach will be used to monitor the pricing of the fuel supplied by the awarded vendor. The City reserves the right to purchase the OPIS subscription(s) on their own.

9. DELIVERY REQUIREMENTS

- A. The fuel shall be delivered F.O.B. to various locations throughout contiguous City of Panama City Beach, as directed in Attachment A & Attachment B. The City reserves the right to add additional fueling sites to this list as they come online over the term of this bid.
- B. When the fuel is delivered, a City employee must be present. The delivering driver will meter the product into the tanks, sign and furnish a delivery ticket with the beginning and ending meter readings. All routine fuel delivery sites include the prefix of "PCB" on the delivery ticket. All invoices shall have delivery tickets attached and must reach each delivery location within five business days of delivery.
- C. Deliveries shall be made as necessary and in a timely manner, to assure continuity of on-going City operations. It will be the responsibility of the vendor to ensure that adequate fuel supplies are available at each location, especially before or during an emergency. The ultimate goal is to ensure that fuel is always available. Awarded vendor or vendors shall endeavor to provide all deliveries within 24 hours of receipt of the City's request and shall notify the City if delivery cannot be made within 24 hours. If awarded vendor cannot deliver the requested fuel, as specified in the contract, within 24 hours of receiving the order, vendor shall notify the requesting department by email and City reserves the right to purchase fuel from the secondary vendor.
- D. Deliveries during emergency situations must be made within a twelve (12) hour period from the request/order for delivery. Should the contractor be unable to provide such service the City reserves the right to cancel the purchase without penalty and purchase products from other sources.
- E. Deliveries will be requested to fill generators located at various field locations throughout the City (Attachment B) on a continual basis. Request for additional generator fuel may be made during times of heavy rains, emergency situations, or

standard times of need.

- F. There shall be no holding of an order to fill a truck prior to delivery. Before beginning to unload fuel, the delivery driver must wait for any vehicles to finish fueling, and then once the unloading is in process, prevent any vehicle from starting to fuel.
- G. Adequate training must be provided to delivery drivers and appropriate personnel to ensure the safety of City employees and equipment.
- H. All deliveries shall comply with all applicable state, local and Department of Environmental Regulations guidelines.

10. SPILL PREVENTION

All bidders shall have an established, ongoing, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Bidders shall submit details of this program with their bid submission. No City employee may authorize an overfill. Tanks shall only be filled to 90% of their capacity. In case of a spill or overfill, the vendor's employee shall immediately verbally notify Utilities Department, Mark Shaeffer, 850-233-5100, or and the appropriate emergency response agencies. In either case, a written follow up shall be delivered to the appropriate management personnel at the affected facility within 48 hours of the spill. The cost of the site cleanup will be the responsibility of the vendor. Final inspection by Department of Environmental Protection or another official government agency will be required before any additional invoices are released for payment.

11. EMERGENCY RESPONSE

A specific plan must be provided to the City with uninterrupted delivery of fuel before or during natural disasters or emergencies, such as hurricanes, storm, fire, etc., or during fuel supply shortages should be submitted with bid. The plan shall include the names of at least two personal contacts and a method of contact 24 hours a day, seven days per week, in the event of a disaster.

12. QUALITY ASSURANCE PROGRAM

All bidders shall have an established on-going quality assurance program, including but not limited to spill prevention, driver training and cross-fueling prevention program. Bidders should submit details of this program with their bid.

13. CORRECTION FOR TEMPERATURE

The vendor shall make adjustment and allowance in gallonage of products to compensate for change in temperature. Such correction shall be based on 60 degrees Fahrenheit as normal. Both the delivery reading, product temperature and corrected reading should be shown on the invoice.

Payment shall be made on net gallons dropped not gross. The City is tax exempt; therefore, the successful vendor or vendors shall verify with the City to determine their tax exemption

status and its applicability to state, federal sales, use and/or transportation and excise taxes or any other additional taxes as mandated by law.

14. ESTIMATED CONSUMPTION

Last fiscal year, City of Panama City Beach purchased approximately 178,542 gallons of E-10 Regular Gasoline and 30,477 gallons of Diesel Fuel. An additional 2,548 gallons of Plus unleaded Ethanol-Free was also purchased. These amounts are given for bidder's guidance only. No minimum quantity is guaranteed or implied.

15. STORAGE CAPACITY

The City's current storage capacity is listed on (attachment A). Additionally, the City has numerous emergency generators at various locations (attachment B), which require fueling when requested. A sample list with storage capacity of the City's current generator locations list is attached as Attachment B.

16. VARIABLE PRICING

- A. The awarded vendor shall submit invoices based upon "Base" (OPIS - Oil Price Information Service), the Markup price (to include overhead, profit, etc.) to be added to the "Base", and the appropriate taxes, each based upon units of one gallon. The pricing shall be allowed to vary one time per day based on OPIS. Total price shall be firm and effective for all orders delivered before the following day.
- B. The "Base" price as shown on the Bid/Proposal Form is based upon the average Panama City, Florida price as reported in "OPIS" through a daily report for Unleaded Regular E-10 , and Ultra Low Sulfur Diesel Dyed. Prices shall be based upon delivery date only (not invoice date).
- C. The "Markup" price as shown on the Bid/Proposal Form is to include all overhead, profit, etc.

17. PAYMENT

The City shall process all invoices within 30 days of receipt. From fuel delivery date to invoicing date, shall be no more than five (5) business days. (It is preferred that the invoice date be the same as the delivery date if possible.) Invoices shall fully itemize all charges including taxes, temperature correction, time of delivery, before and after delivery stick readings, net and gross gallons, and segregate them by tank, date and delivery location. If any split loads are received, the vendor must provide separate invoices for each fuel type.

18. DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with the City. This person or back up shall be readily available during normal work hours, 8:00am-5:00pm Mon-Fri, by phone or in person, and shall be knowledgeable of the terms and

procedures involved. The City and the awarded vendor shall each provide the other with an emergency contact phone number that is accessible 24 hours per day.

19. SUB-CONTRACTORS

The use of sub-contractors to transport fuel will be allowed under this bid; however, the primary vendor shall be responsible for all deliveries from fueling location to the City of Panama City Beach facility including unloading of fuel. The City contract shall be exclusively with the vendor(s) of record. all sub-contractors must comply with the terms and conditions of this bid.

20. MAJOR BREAKDOWNS/NATURAL DISASTERS

The City requires that the awarded vendor provide the name of a contact person and phone number which will afford the City access twenty-four hours per day, 365 days per year, to this product or service in the event of major breakdowns or natural disasters. The City Manager or designee must receive priority for fuel as they are classified as first responders for the evacuation of individuals during a disaster.

The City reserves the right to purchase the product or service listed in this bid outside of the resulting contract or contracts in an emergency situation. The City reserves the right to purchase the fuel for any of the City Owned vehicles outside of this contract, if it is found in the best interest of the City; e.g., cost savings.

SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**1.0 FEDERAL FUNDING:**

When property or services are procured using funds derived from a Federal grant or agreement whether direct to the City or "pass-through" from another entity, the City is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

2.0 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.0 MAINTENANCE OF RECORDS:

- A. The Contractor will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Contractor

for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

- B. Contractor shall provide, when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives 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.
- C. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- E. Contractor shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- F. The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Contractor and at the expense of the City.

4.0 PURPOSE

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, is subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II and as otherwise may be listed below.

5.0 SUBCONTRACTS

The selected firm must require compliance with all federal requirements listed below of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

6.0 CONFLICT OF INTEREST:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees,

and agents of the non- Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

7.0 APPLICABLE FEDERAL REQUIREMENTS – 2 C.F.R Part 200, APPENDIX II

Remedies. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Service Provider Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Judicial Circuit Court in and for Bay County, Florida.

8.0 CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL AC

The successful firm awarded a contract in excess of \$100,000 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9.0 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10.0 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the awarded contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11.0 BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

12.0 RECOVERED MATERIALS

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

13.0 DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

14.0 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used only to fund the services provided under this solicitation. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Solicitation.

16.0 FRAUD and FALSE OR FRAUDULENT OR RELATED ACT

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors actions pertaining to this solicitation.

17.0 OTHER REMEDIES AND RIGHTS:

Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Contractor.

18.0 EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.

Vendors/bidders are required to enroll in the E-Verify program and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal.

Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Vendors are also required to provide the City of Panama City Beach Purchasing Manager an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Subcontractor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

19.0 TERMINATION FOR CAUSE AND/OR CONVENIENCE:

City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

20.0 ENERGY POLICY AND CONSERVATION ACT

Contractor must follow 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 (42 U.S.C. 6201).

21.0 REMEDIES

In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
- Require that the Contractor refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

- Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- Requiring the Contractor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.

23.0 COPELAND "ANTI-KICKBACK" ACT:

22.403–2 Copeland Act - The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

The Contractor shall comply with the requirements of 29 CFR Part 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

24.0 REGULATIONS GOVERNING CONTRACTORS AND SUBCONTRACTORS

In general, the Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each

contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

25.0 All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

End of Supplemental Conditions

BID FORM

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**BID PRICE SHEET
FUELS
BID NUMBER PCB22-06**

ITEM	DESCRIPTION	BASE PRICE	MARK-UP PER GALLON
1	E-10 Unleaded Gasoline		\$ _____ (excludes OPIS Average and applicable taxes)
2	ULS Diesel Fuel		\$ _____ (excludes OPIS Average and applicable taxes)
3	Unleaded Plus Ethanol Free		\$ _____ (excludes OPIS Average and applicable taxes)

Delivery Fees	\$ _____
Emergency Delivery Fees	\$ _____

"The "base price" per gallon will be based upon the average Panama City, Florida price as reported in the "Oil Price Information Service" ("OPIS").

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name & Title of Contractors Authorized Official

Date

REFERENCES

Bidder shall provide a minimum of four (4) references, for which they are currently providing this type of service/commodity within the State of Florida.

BIDDER submits the following four (4) professional references of contracts of similar size and scope as follows:

1. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____. Job Completion Date: _____

2. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____. Job Completion Date: _____

3. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____. Job Completion Date: _____

4. Client: _____ Contact: _____

Job Name: _____

Job Start Date: _____. Job Completion Date: _____

DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 prohibitions.
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 be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement.
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 Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
5. Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.

AUTHORIZED SIGNATURE _____

COMPANY _____

DATE _____

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF _____

COUNTY OF _____

My Commission Expires: _____

NOTARY SEAL ABOVE

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Notary Public

Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

_____ being, first duly sworn, deposes and
says that he is
_____ of

_____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said Bidder is not financially interested in or otherwise affiliated in a business way with any other Bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidders or person, to put in a sham Bid or that such other person shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price or affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or that of any other Bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or Bid are true; and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____,
20____.

Notary Public

Printed Name

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND
SUBMITTED WITH THE BID

1. This sworn statement is submitted to _____

by _____

For _____

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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 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.

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

(a.) A predecessor or successor of a person convicted of a public entity crime, or

(b.) 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 a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any 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 applies to Bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
Commissioned Name of Notary Public]

NOTICE TO AWARD

TO: _____

PRODUCT DESCRIPTION:

**PCB22-06 ITB
Citywide Fuel Services**

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described work in response to its Advertisement for Bids dated September 20, 2021 and associated Information for Bidders.

You are hereby notified that your Bid for PCB22-06 ITB Citywide Fuel Services for the City of Panama City Beach in the amounts (Base Price plus mark-up) listed on the bid proposal form has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 2021.

CITY OF PANAMA CITY BEACH
Owner

By: _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20__

Name _____

Title _____

[END OF NOTICE OF AWARD]

CITYWIDE FUEL SERVICES

AGREEMENT

THIS CITYWIDE FUEL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide Citywide Fuel Services for Attachment A and Attachment B locations within the City of Panama City Beach and Contractor shall comply with all the requirements including the federal requirements as more particularly described in the Bid documents PCB22-06 ITB Citywide Fuel Services.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid prices submitted on PCB22-06 ITB Citywide Fuel Services Bid Form. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the Total COST per Gallon PRICES (base price plus markup) contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by billing the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City

Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of two years with two (2) one-year optional renewals.

5. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City

may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: _____

Title/Position: _____

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: _____

B. As to Contractor:

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____

16. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

BID PROPOSAL FORM

CERTIFICATION REGARDING LOBBYING

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON

PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE

PROGRAMS

PUBLIC ENTITY CRIMES STATEMENT

NON-COLLUSION AFFIDAVIT

E-VERIFY

CERTIFICATE OF INSURANCE

GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS (FEDERAL)

NOTICE OF AWARD

AGREEMENT

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any Work Authorizations executed by the parties and written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

- 6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. This Agreement shall be governed by the laws of the State of Florida.
- 9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

_____ City of Panama City Beach _____
 _____ 110 South Arnold Road _____
 _____ Panama City Beach, FL 32413 _____

ATTENTION: Richard E. Jackson, City Manager

Fax No.: (850) 233-5108

If to Contractor:

ATTENTION: _____

Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

**THE CITY OF PANAMA
CITYBEACH, FLORIDA,**
a municipal corporation

City Clerk

By: _____

Drew Whitman , City Manager

ATTACHMENT A

City Routine Fuel Stations			
Location Name	Address	Fuel Type	Fuel Capacity
Wastewater Plant (main)	206 N Gulf Blvd	Dyed ULS Diesel	3077
	206 N Gulf Blvd	Regular E-10	3077
Police Department / City Hall	17007 PCB Parkway	Regular E-10	5133
Parks and Recreations - Frank Brown Park	16200 PCB Parkway	Dyed ULS Diesel	500
	16200 PCB Parkway	Plus, Unleaded Ethanol-Free	500

ATTACHMENT B

Emergency Generator Inventory

Fixed Generators

Location Name	Address	Fuel Type	Rated Capacity	Manufacturer	Voltage	Fuel Capacity
Wastewater Plant (main)	206 N Gulf Blvd	Diesel	1000	Onan	277/480	5500
Wastewater Plant (main)	206 N Gulf Blvd	Diesel	1000	Kohler	277/480	5500
Wastewater Plant (main)	206 N Gulf Blvd	Diesel	1000	Kohler	277/480	5500
Wastewater Plant (main)	206 N Gulf Blvd	Diesel	1000	Kohler	277/480	5500
Wastewater Plant (wetland PS)	206-A N Gulf Blvd	Diesel	500	Generac	277/480	1175
Wastewater Plant (wetland PS)	206-A N Gulf Blvd	Diesel	500	Generac	277/480	1175
Wastewater Plant (wetland PS)	206-A N Gulf Blvd	Diesel	500	Generac	277/480	1175
Reclaimed Water PS	205 N Gulf Blvd	Diesel	1000	Cat	277/480	5200
Conservation Park	100 Conservation Drive	Diesel	150	Generac	277/480	400
Lift Station # 74	22819 PCB Parkway	Diesel	105	Kohler	277/480	200
Lift Station # 73	17550 PCB Parkway	Diesel	200	Cat	277/480	650
Lift Station # 87	19944 PCB Parkway	Diesel	50	Cat	120/240	350
Lift station # 110	Front Beach & Sands St	Diesel	100	Cummings	120/241	270
Lift Station # 9	11117 Hwy 98	Diesel		Marathon	277/480	750
Lift station # 11	200 Beach Drive	Diesel	40	Kohler	120/240	204
Lift Station # 96	9500 PCB Parkway	Diesel	500	Generac	277/480	2400
Lift Station # 40	3003 Joan Ave	Diesel	450	Cummings	277/480	1500
Lift Station # 59	Navy Base	Diesel	100	Cat	120/240	193
Lift Station # 128	5720 Magnolia Beach Rd	Diesel	200	Kohler	277/480	620
Lift Station # 7	490 Nautilus	Diesel	500	Generac	277/480	2000
McElvery Water Storage and Pump Station	7120 McElvey Dr	Diesel	750	Cat	277/480	2600
West Bay Water Storage and Pump Station	15001 School Rd	Diesel	1000	Cat	277/480	4000
Fire Station # 31	17121 PCB Parkway	Diesel	250	Cat	120/240	600
Public Services	116 South Arnold	Diesel	275	Kohler	277/480	750
Police Department	17115 PCB Parkway	Diesel	225	Kohler	277/480	630
City Hall	17007 PCB Parkway	Diesel	200	Tayler	120/208	530
Fire Station # 30	160 North Nautilus St	Diesel	250	Generac	120/208	1050