

**BID REQUEST**

for

**FUEL DISPENSER REMOVAL & INSTALLATION**

for

**FLEET SERVICES DIVISION  
DEPARTMENT OF PUBLIC WORKS  
CITY OF GRAND ISLAND, NEBRASKA**

Bid Opening

Wednesday, November 13, 2013  
2:00 P.M. (local time)  
City Hall  
100 East First St.  
Grand Island, NE 68801

Contact

Shannon Callahan  
Street Superintendent  
Fleet Services Division  
308-385-5322

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**ADVERTISEMENT TO BIDDERS**  
for  
**FUEL DISPENSER REMOVAL & INSTALLATION**

for  
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be **received at the office of the City Clerk**, 100 E. First Street., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), Wednesday, November 13, 2013**, for **FUEL DISPENSER REMOVAL & INSTALLATION** for the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender. Submit one (1) original and two (2) copies of the completed bid package.

Bid Packages and any Addendums can be obtained by contacting the Public Works Office at 308-385-5444 ext. 260 or from the BID CALANDER at [www.grand-island.com](http://www.grand-island.com).

Bids shall be submitted on forms which will be furnished by the City. Each bidder shall submit with their bid a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within 15 days, at the bid price, if accepted by the City. **Your certified check, cashiers check, or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered.** Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

No bidder may withdraw their bid for a period of thirty (30) days after date of opening bids.

RaNae Edwards  
City Clerk

## INSTRUCTIONS TO BIDDERS

**GENERAL INFORMATION:** The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

**TYPE OF BID:** Bidders shall be required to submit prices for all items listed in the Bid Form.

**PREPARATION OF BIDS:** Bidders shall use only the Bid Form provided in these Documents. All blank spaces in the Bid Form must be filled in, preferably in BLUE ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

**SUBMISSION OF BIDS:** All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Form provided herein. Each Bid must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

**BID SECURITY:** Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of thirty (30) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

**RETURN OF BID SECURITY:** Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

**BASIS OF AWARD:** The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Conformance with the terms of the Bid Documents.	Suitability to project requirements.
Bid price.	Delivery time.
Cost of installation.	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

**EXECUTION OF CONTRACT:**

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

**PERFORMANCE AND PAYMENT BONDS:**

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

**TIME OF COMPLETION:** The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Detailed Specifications.

**GRATUITIES AND KICKBACKS:** City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**FISCAL YEAR:** The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

**TAXES:** The City of Grand Island Fleet Services Division is exempt from paying local City and State Sales Tax. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

**MINIMUM INSURANCE REQUIREMENTS**  
CITY OF GRAND ISLAND, NEBRASKA

**6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *FUEL DISPENSER REMOVAL & INSTALLATION*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the FUEL DISPENSER REMOVAL & INSTALLATION.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Fleet Services, and complete the work in accordance with the schedule as noted in the Detailed Specification of the bidding documents.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order



ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

**[SUCCESSFUL BIDDER]**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_

Date \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

The contract and bond are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

**DRAFT**

## **FUEL DISPENSER REMOVAL & INSTALLATION**

### **DETAILED SPECIFICATION**

**SCOPE:** The Contractor shall provide all necessary materials, equipment, and labor to remove the existing four (4) fuel dispensers and replace with four (4) new fuel dispensers located in the Fleet Service fueling islands. The Contractor shall also:

- Properly dispose of removed dispensing equipment;
- Provide all necessary permits required for replacement;
- Provide all required dispensing accessories and piping materials;
- Start-up, purge, and calibrate new equipment;
- Insure existing AFC Fuel Control System is functioning properly;
- Train Fleet Services personnel on the proper operations and maintenance of new equipment;
- Provide written standard operating procedures for trouble shooting problems, operations, and maintenance of equipment and;
- Provide project management and coordination of work to accommodate fuel demand of the city fleet.

**SITE DESCRIPTION:** The Fleet Services Fuel Islands are located at 1111 W. North Front St., Grand Island, Nebraska. The fuel islands can be accessed through a 26-foot wide gated entrance and/or a 40-foot gated entrance. One (1) diesel dispenser and one (1) ethanol dispenser is located on each fuel island.

The contractor is responsible for making such site visits as required to obtain additional details for bidding and execution of the work. The contractor is encouraged to conduct a pre-bid site visit for clarification of any questions or concerns the bidder may have related to the work scope and site conditions.

Existing fuel management equipment:

- Phoenix AFC Administrator Version 2.0.6
- Phoenix AFC Firmware Version 3.2
- Phoenix AFC Fuel Control System – Model: AFC 1000; Serial No.: 155099060234
- Two (2) single product, single hose, double-sided fuel dispensers
- Two (2) double product, double hose, double-sided fuel dispensers

**QUALIFICATIONS:** The Contractor shall be a firm specializing in the provision of services as outlined within this scope for fuel dispenser removal and installation. The Contractor shall substantiate its experience through the submittal of three similar projects' reference list with the bid. The Contractor will be expected to perform the work without the assistance of City personnel or tools, and comply with safety regulations and equipment tagout procedures when applicable.

CONTRACTOR USE OF PREMISES: The Contractor and Contractor's personnel shall cooperate fully with the Owner's representative to facilitate efficient use of buildings and other work areas around buildings. The Contractor shall perform the work in accordance with the Owner's specifications, drawings, phasing plan and in compliance with any/all applicable Federal, State and Local regulations and requirements.

The Contractor shall use the existing facilities in and around the buildings strictly within the limits indicated in contract documents.

APPLICABLE CODES AND REGULATIONS: All work under this contract shall be done in strict accordance with all applicable Federal, State, and local regulations. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.

The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement(s) shall be utilized.

PERMITS/LICENSES: The contractor shall apply for and have all required permits and licenses to perform the work as required by Federal, State, and Local regulations.

POSTING AND FILING OF PERMITS: Maintain two (2) copies of applicable federal, state, and local permits. Post one copy of each at the work site where workers will have daily access to the regulations and keep another copy in the Contractor's office.

HOUSEKEEPING: The contractor shall maintain its equipment in top working condition to eliminate fluid leaks and equipment breakdowns that could delay the progress of the work. The contractor is responsible for having on site capability to take any and all extraordinary measures to fully contain and clean up any and all leaks from the contractor's equipment as well as to implement any and all necessary repairs to equipment as required to eliminate and avoid such leaks from further occurrence.

The Contractor is responsible for any and all clean-up of spilled fuel spilled within work area.

The Contractor shall work closely with City staff to ensure normal operations will not be effected by the project. Upon completion, the Contractor shall leave the premises in a neat and clean condition with respect to his own operation.

OWNER'S RESPONSIBILITIES: Prior to commencement of work, forty-eight hours (excluding weekends and holidays) notice shall be given to the Owner's representative in order to make arrangements for relocation of equipment and services.

PRE-CONSTRUCTION MEETING AND SUBMITTALS: Prior to commencing the work, the Contractor shall meet with the Owner's representative to present and review, as appropriate, the project schedule, safety requirements, submittals, and access to the work area.

Submit to the Owner a minimum of seven (7) days prior to meeting for review and approval:

- Detailed work schedule for the entire project including any phasing/scheduling requirements.
- Contact information for key staff who will be working on this project and their capacity/function.
- 24/7 Contact information for at least one (1) key staff member.

Prior to commencement of work, forty-eight hours (excluding weekends and holidays) notice shall be given to the Owner's representative in order to make arrangements for relocation of equipment and services.

**PROJECT COORDINATION:** The project must be coordinated so there is City Fleet access to at minimum one (1) ethanol fuel source and one (1) diesel fuel source 24 hours a day. If contractor is unable to maintain this access, other means of fueling City vehicles and equipment must be coordinated by the contractor and approved by the Owner's representative.

**MATERIALS AND EQUIPMENT:** Prior to the start of work, the contractor shall provide and maintain a sufficient quantity of materials and equipment to assure continuous and efficient work throughout the duration of the project. Work shall not start unless the following items have been delivered to the site and verification has been submitted to the Owner's representative

All materials shall be delivered in their original package, container or bundle bearing the name of the manufacturer and the brand name (where applicable).

Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Flammable and combustible materials cannot be stored inside buildings.

The Contractor shall not block or hinder use of buildings by staff, and visitors to the Owner's building by placing materials/equipment in any unauthorized location.

The Owner's representative shall inspect for damaged, deteriorating or previously used materials. Such materials shall not be used and shall be removed from the worksite and disposed of properly.

Adequate and appropriate PPE for the project and number of personnel/shifts shall be provided. The contractor is required to follow their OSHA regulations for any work performed.

**FUEL DISPENSERS:** Each fuel dispensers shall be a GasBoy Atlas 9100 Series Mechanical Dispenser or equivalent. The table below shows additional requirements for dispensers:

FUEL TYPE	HOSES	PRODUCTS	SIDES	LOAD TYPE	COLOR	QUANTITY
DIESEL	1	1	2	SIDE	GREEN	2
ETHANOL/ UNLEADED	2	2	2	SIDE	RED	2

All fuel dispensers shall also include nozzle, hose, whip hose, multiplane swivel, and breakaway.

**REMOVAL OF EXISTING DISPENSERS:** The Contractor shall remove and provide proper disposal of the existing fuel dispensers. The existing raised concrete pads (fuel islands) shall not be removed and no piping below the existing breakaway shall be removed, unless prior approval from the Owner's representative has been given.

**INSTALLATION OF NEW DISPENSERS:** The Contractor shall install the new fuel dispensers on the existing raised concrete pad. All necessary piping and electrical connections shall be performed by the Contractor for proper installation and operation of the new fuel dispensers.

**TESTING:** The Contractor shall test the completed system for performance and compatibility with existing fuel management components.

TRAINING: The Contractor shall provide sufficient training for the Fleet Services personnel to satisfactorily operate and maintain new equipment.

WORK HOURS: All work shall be completed during administrative hours (7 AM to 3:30 PM) Monday through Friday excluding Holidays. Any change in the work schedule must be approved by the Owner's representative.

WARRANTY: All material and workmanship shall be warranted against defects for a minimum one-year period after acceptance of the project by the Owner.

ELECTRICAL MATERIALS AND METHODS: All electrical work to be performed and all materials to be furnished shall be in accordance with the rules and regulations of the National Fire Protection Association, national Electric Code, the State and Local Codes, the Contract Specifications, and to the satisfaction of the Engineer.

DRAWINGS AND MANUALS: The Contractor shall supply before final project acceptance:

- All Manufacturer's manuals and literature for new fuel dispensers.
- Manufacturer's warranty certificates and proof of purchases for new fuel dispensers
- Standard Operating Procedures for operating, maintaining, and trouble-shooting new dispensers (if not provided by Manufacturer).

INSPECTION: All work performed by the contractor will be inspected by the owner's designated representative or other assigned City personnel upon notification by the Contractor that the contractor considers that portion of the work completed.

TIME OF COMPLETION: The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is ninety (90) days following the notice to proceed.

BID DATA: The Contractor shall include in the Bid:

- Manufacturer data on dispensers and published manufacturer's specifications (attached separately).
- Firm unit pricing of dispenser equipment.
- A firm, lump sum price including any and all costs associated with the fuel dispenser accessories required for full use of newly installed dispensers.
- A firm, lump sum price including any and all costs associated with materials (other than dispensers and accessories).
- A firm, lump sum price including any and all costs associated with the fuel dispenser removal and installation portion of work including, but not limited to, equipment, labor, mobilization and demobilization, subcontractors, and subsidiary materials.
- Firm unit pricing of labor for adjustments that may be required for work scope modifications. Any additional services other than what is required in this specification or deletions of specified services shall be billed at the quoted unit rates.
- A separate attachment identifying all subcontractors, the work to be performed by the subcontractor(s) and references reflecting the subcontractor's prior performance of similar work scope. All subcontractors are subject to review and approval by the Owner and shall not be changed without prior notification, review and approval of the Owner.

A single contract will be awarded for all work included in this specification.

**The City of Grand Island Fleet Services Division of Public Works is TAX EXEMPT and will provide all necessary tax forms upon award of contract.**

PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

INSURANCE: The Contractor shall comply with the attached City's insurance requirements.

CONTACT: To schedule a site visit please contact Shannon Callahan at 308-385-5322.

Questions regarding this specification may be directed in writing to:

Fleet Services  
C/O Shannon Callahan  
P.O. Box 1968  
Grand Island, NE 68802

**CITY OF GRAND ISLAND**  
**BID FORM**  
 FOR  
**FUEL DISPENSER REMOVAL & INSTALLATION**

The undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials, equipment, and services, hereby proposes to provide such materials, equipment, and services FOB Grand Island, NE, at the following price:

<b>DISPENSING EQUIPMENT</b> <i>(See FUEL DISPENSERS in the detailed specification for requirements)</i>		
	<b>DIESEL</b>	<b>ETHANOL/UNLEADED</b>
<b>Manufacturer</b>		
<b>Model Number</b>		
<b>Manufacturer's Warranty</b>		

<b>BASE BID</b>				
<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
<b>FUEL DISPENSER – DIESEL</b>	2	EA	\$	\$
<b>FUEL DISPENSER – ETHANOL/UNLEADED</b>	2	EA	\$	\$
<b>DISPENSING ACCESSORIES</b>	1	LS	\$	\$
<b>MATERIALS</b>	1	LS	\$	\$
<b>LABOR</b>	1	LS	\$	\$
<b>TOTAL</b>				\$

<b>ADDITIONAL PRICING</b> <i>(for adjustments that may be required for work scope modifications)</i>				
<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
<b>LABOR</b>	1	HR	\$	\$

\*The Fleet Services Division of the Public Works Department for the City of Grand Island does not pay Federal, State, or City tax; do not include tax in your pricing.

**CITY OF GRAND ISLAND  
 BID FORM  
 FOR  
 FUEL DISPENSER REMOVAL & INSTALLATION**

**REFERENCES**

Company Name	
Address	
Contact Name	
Phone Number	
E-mail Address	
Project Description	

Company Name	
Address	
Contact Name	
Phone Number	
E-mail Address	
Project Description	

Company Name	
Address	
Contact Name	
Phone Number	
E-mail Address	
Project Description	

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

**Enclosed Attachments** (mark those that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Subcontractor List<br><input type="checkbox"/> Exceptions/Comments | <input type="checkbox"/> Warranty Information<br><input type="checkbox"/> Other _____ |
|---|---|



**CITY OF GRAND ISLAND**  
**BID FORM**  
FOR  
**FUEL DISPENSER REMOVAL & INSTALLATION**

Bid of \_\_\_\_\_,  
hereinafter called "Bidder," organized and existing under the laws of the State of \_\_\_\_\_,  
to the City of Grand Island, Nebraska, hereinafter called "City" to provide:

**Fuel Dispenser Removal & Installation**

In compliance with the City's advertisement for bids, bidder hereby agrees to provide the previously mentioned services, materials, and/or equipment, at the price stated on the bid sheet, in compliance with all requirements and specifications contained in the Bid Request, and further agrees that the language of this document shall govern in the event of a conflict with the bid.

The City reserves the right to accept or reject any or all bids, and to waive any informality and to enter into such contract as it shall deem to be in the City's best interest.

**Please return one (1) original and two (2) copies of bid submittal, per bid request instructions.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Respectfully submitted,

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-mail Address

**BID SUBMISSION CHECKLIST**  
**For**  
**FUEL DISPENSOR REMOVAL & INSTALLATION**

Bids must be received by the City Clerk before **2:00 p.m. on Wednesday, November 13, 2013.**

One (1) original and two (2) copies of the completed bid must be submitted it to be considered. A complete bid must contain the following:

- Bid Forms
- Manufacturer Specifications for Fuel Dispensers stated by Contractor on Bid Form

A certified check, cashier's check or bid bond in a separate envelope must be attached to the **outside of the envelope containing the bid package**. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened.

---

Bidder Company Name

Date

---

Print – Name of Person Completing Bid

---

Signature