
City of Seminole, Florida
Invitation to Bid
FUEL SYSTEM REPLACEMENT PROJECT

Scope of Work:

The City of Seminole is soliciting bids for the replacement of fuel pumps at two City-owned fuel sites as specified below:

Site 1: 11195 70th Avenue North, Seminole, FL 33772

- Replacement of one unleaded fuel pump
- Replacement of one diesel fuel pump
- Replacement of one DEF pump

Site 2: 11150 70th Avenue North, Seminole FL 33772

- Replacement of one unleaded fuel pump
- Replacement of one diesel pump

Mandatory pre-bid meeting:

11195 70th Avenue North, Seminole, FL 33772

Monday, September 15, 2025 at 10:00a.m.

Confirm attendance via e-mail by Friday, September 12, 2025 at 10:00a.m.

E-mail to: Vince Tenaglia (vtenaglia@myseminole.com)

Written questions due:

Friday, September 19, 2025 at 10:00a.m.

E-mail to: Vince Tenaglia (vtenaglia@myseminole.com)

Bid opening:

Friday, September 26, 2025 at 10:00a.m.

Submit to: Office of the City Clerk, 9199 113th Street North, Seminole, FL 33772

or

www.demandstar.com

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Technical requirements:

Specific tasks to be completed include the following:

- Decommissioning and removal of existing fuel pumps, ensuring environmental compliance and proper disposal.
- Installation of new, code-compliant fuel pumps (dispensers) for unleaded and diesel fuels.
- Connection to existing underground storage tanks (USTs) and associated piping, ensuring leak-tight connections.
- Integration with existing fuel management systems (if applicable, detailed during site visit).
- Testing and calibration of all new pumps to ensure accurate dispensing and compliance with Weights and Measures regulations.
- Any necessary electrical work, wiring, and conduit connections.
- Concrete work or surface repair around pump islands as needed for installation.
- All required permitting, inspections, and certifications from relevant authorities (e.g., local fire marshal, DEP, EPA).
- Site clean-up and restoration upon completion of work.

Equipment: All new fuel pumps shall be commercial-grade, multi-hose, and meet or exceed current industry standards and all applicable local, state, and federal regulations (e.g., UL listed, ADA compliant, Florida Department of Environmental Protection (FDEP) standards). Specific model numbers or equivalent performance specifications may be requested during the bid evaluation.

Materials: All materials used shall be new, of high quality, and suitable for the intended application.

Permitting: The contractor shall be responsible for obtaining and paying for all necessary permits, licenses, and inspections required for the project.

Safety: The contractor shall adhere to all OSHA safety regulations and best practices during the execution of work. A detailed safety plan may be requested.

Warranty: All parts and labor shall be guaranteed for a minimum of one (1) year from the date of final acceptance.

Scheduling: Work must be scheduled and performed with minimal disruption to City operations. Coordination with City staff will be required.

Compatibility: Must be compatible with the City's existing EJ Ward Fuel Management System.

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Final deliverables to include the following:

- Fully operational and tested fuel pumps at both locations.
- All manufacturer warranties for new equipment furnished.
- Copies of all permits, inspection reports, and certifications.
- "As-built" drawings or diagrams
- Training for City staff on basic operation and maintenance of the new pumps.

Cost Proposal:

Bids must be submitted in conformance with the following format:

Item	Description	Unit	Quantity	Unit Price	Total Price
11195 70th Ave. North					
1.1	Unleaded fuel pump replacement (parts & labor)	Each	1	\$	\$
1.2	Diesel fuel pump replacement (parts & labor)	Each	1	\$	\$
1.3	DEF pump replacement (parts & labor)	Each	1	\$	\$
1.4	Electrical and wiring	Lump Sum	1	\$	\$
1.5	Permitting and inspection fees	Lump Sum	1	\$	\$
1.6	Disposal of old pumps	Lump Sum	1	\$	\$
1.7	Site restoration and cleanup	Lump Sum	1	\$	\$
11195 70th Ave. North					
2.1	Unleaded fuel pump replacement (parts & labor)	Each	1	\$	\$
2.2	Diesel fuel pump replacement (parts & labor)	Each	1	\$	\$
2.3	Electrical and wiring	Lump Sum	1	\$	\$
2.4	Permitting and inspection fees	Lump Sum	1	\$	\$
2.5	Disposal of old pumps	Lump Sum	1	\$	\$
2.6	Site restoration and cleanup	Lump Sum	1	\$	\$
Total Project Cost					\$

The City desires the project to be completed within 60 calendar days of the Notice to Proceed.

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Bidders should include a proposed project schedule with their submission.

General Requirements:

The City reserves the right to reject any and all bids or part thereof, to waive all technicalities, or to negotiate separately in a manner necessary to serve the best interests of the City. It also reserves the right to be the sole judge of the suitability of all bids for use by the City. The City reserves the right to waive informalities and to terminate this solicitation process.

The “City of Seminole” shall also be understood to be completely interchangeable with the terms “City,” “Department,” or “Purchaser.”

“Bidder” shall be understood to be synonymous with the terms “Contractor” or “Vendor.”

To be considered, all bids shall be made in accordance with this Invitation to Bid. The eventual agreement entered into between the City and successful bidder, whether it be by Purchase Order or other document, shall include the terms of this Invitation to Bid and the successful bid. In the event of a conflict between such documents, the City’s form of agreement and Invitation to Bid shall prevail.

Bids are to be prepared in accordance with the following:

- A. All forms and required information submissions shall be included with the bid. Failure to provide all required information and to complete and execute all necessary form will result in the bid being found non-responsive.
- B. The City’s enclosed Vendor Bid Form is to be completed and to accompany every bid.
- C. All information required by the bid form shall be furnished.
- D. The City of Seminole is exempt from payment of sales taxes. Bids shall not include sales taxes. An exemption certificate will be provided upon request.
- E. Each Bidder shall thoroughly examine and be familiar with the specifications set out in this Invitation to Bid. Failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, shall in no way relieve the Bidder from any obligation with respect to complying with the terms of the eventual Purchase Order or other form of contract between it and the City. The submission of a bid shall be taken as prima facie evidence of knowledge of the terms of this section.
- F. Vendors are advised that all City contracts are subject to all legal requirements provided for in the Purchasing Policy and/or State and Federal Statutes.
- G. No oral interpretations will be made to any bidder as to the meaning of the Specifications or any other provision of Contract Documents. Every request for such an interpretation must be in writing and shall be received as instructed. Where necessary, interpretations made to a bidder will

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be in the form of an Addendum to the Contract Documents, and when issued, will become part of this Invitation to Bid. All addenda will be posted on the City website and it shall be the Bidders' responsibility to monitor for and review any addenda issued.

I. Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidders shall submit with their bids any descriptive literature, and/or complete specifications for alternative brand products. Reference only (by provision of a web link or similar means) to literature, or references to documents provided in prior bids, will not satisfy the requirement to provide actual copies of relevant product literature. Bidders shall also explain in detail the reasons why the proposed equivalent will meet the listed minimum specifications and not be considered an exception thereto. Bids which do not comply with these requirements will be deemed non-responsive.

J. Conditional bids, which seek to except any minimum requirement of the City, will be deemed non-responsive.

Submission of Bids:

A. All bids shall be complete and should convey all information requested by the City. If errors are found in the vendor's bid, the City will be the sole judge as to whether that variance is significant enough to reject the bid.

B. The City will not be responsible for any expenses incurred by any firm in preparing and submitting a response or traveling to conduct interviews or demonstrations.

C. All bids shall provide straightforward, concise delineation of the firm's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. The City or its agents shall be the sole judge of quality and completeness in its best interest. The City's decisions regarding such matters shall be final.

D. Additional Purchases by Other Public Agencies. The bidder by submitting a bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation to Bid.

Rejection of Bid:

A. The City may reject a bid if:

- i. The vendor misstates or conceals any material fact in the bid,
- ii. The bid does not strictly conform to the law or requirements of the bid,
- iii. Bidders fail to follow the submission instructions in this Invitation to Bid, or
- iv. The bid is conditional.

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B. The City will award to the lowest responsive, responsible Bidder. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The responsibility of Bidders will be considered by the City's staff once bids are opened. The City reserves the right to reject or otherwise disregard any ambiguous bids which are uncertain as to terms, delivery, quantity, quality or compliance with these specifications. The City also reserves the right to reject any or all bids when in the City's judgment, the vendor is not in a position to supply the equipment.

Withdrawal of Bid:

A. Any bid may be withdrawn up until the due date and time set for opening of the bids. Any bid not so withdrawn shall, upon opening, shall constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City. Withdrawal of a submitted bid must be made in writing, signed by the official who signed the original bid, and delivered to the City prior to the bid submission deadline.

Late Bids or Modifications:

- A. Bids or modifications received after the time set for the opening will not be considered.
- B. Substitute bids received prior to the time set for the opening will be accepted.

Award of Contract:

- A. The contract will be awarded to the lowest responsive, responsible Bidder whose bid conforms to the Invitation to Bid and is most advantageous to the City of Seminole.
- B. A statement of financial condition and/or Dun and Bradstreet rating may be required by the purchaser prior to any award of contract.
- C. The vendor shall disclose any current or pending recalls and current or pending litigation regarding failure to deliver or comply with specified components on complete apparatus.
- D. A purchase order or similar acceptance of a bid by the City shall result in a binding contract without further action by either party.

Prices, Terms and Payment:

- A. All prices must be specified on the Vendor Bid Form.
- B. All prices quoted must be "per unit" as specified.
- C. Any and all discounts or rebates, except cash discounts for prompt payments, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).
- D. Prices shall be firm and good for one hundred eighty (180) days after the bid opening.

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E. Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

F. Full payment will be made when the items are received, inspected and found to comply with specifications, and properly invoiced. All invoices shall bear the purchase order number. Final payment will be made within thirty (30) working days of receipt of said invoice.

Collusion:

The vendor, by affixing its signature to this bid, agrees to the following: "Vendor certifies that its bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same item(s) and is in all respects fair without outside control, collusion, fraud or otherwise illegal action."

Variance in Condition:

Any and all special conditions and specifications attached hereto, which vary from these General Conditions, shall have precedence.

City Indemnification Regarding Patents and Copyrights:

The Vendor agrees to indemnify, save harmless and defend the City, its officials, agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, whether in whole or in part, out of or in connection with the actions or omissions of the Vendor, the Vendor's agents, subcontractors, delegates, transferees or assigns or anyone else for which acts the Vendor may be liable.

Public Information:

A. After bid opening, any and all information set forth in a bid is considered public and may be reviewed by any persons interested in doing so.

B. Vendors shall comply with Florida Statutes § 119.0701, and shall specifically:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Provide the public with access to the public record on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost otherwise provided by law.
3. Ensure that public records that are exempt of confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in the possession on the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from

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public records that are confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public Agency in a format that is compatible with the information technology systems of the public agency.

"Or Equal" Determination:

Where proposing other than specified, the determination of equivalency will be at the sole discretion of the City and its specialized personnel.

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Vendor Bid Form:

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2.6	Site restoration and cleanup	Lump Sum	1	\$	\$
Total Project Cost					\$

SIGNATURE ACKNOWLEDGEMENT

To: City of Seminole, a Florida municipal corporation

Date: _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Invitation to Bid and certify that I have read and understand the bid documents. I have completed and submitted all bid submittals and I am authorized to sign this bid for the Vendor. In submitting a

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bid to the City, the Vendor offers and agrees that if the bid is accepted, the Vendor will convey, sell, assign or transfer to the City all rights, title, and interest in and all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

VENDOR NAME

AUTHORIZED SIGNATURE

MAILING ADDRESS

NAME AND TITLE

CITY, STATE, ZIP

PHONE

E-MAIL

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Vendor Sworn Statement On Public Entity Crimes Florida Statutes § 287.133(3)(a):

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

1. This sworn statement is submitted to City of Seminole

by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is .

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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- 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 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.

5. I understand that a "person" as defined in Paragraph 287.133(1) (a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

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UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this day of , 2025.

Personally known or produced identification

(Type of identification)

State of Florida

County of

My commission expires (Notary Public)