

#2023-04 INVITATION TO BID AIRPORT FUEL TANKS INSTALLATION FOR SOUTHERN WISCONSIN REGIONAL AIRPORT ROCK COUNTY, WISCONSIN

Bids due in Rock County Purchasing Division by: MARCH 13, 2023 – 2:00 p.m

Bids received after this date and time will be rejected.

Bids must remain in effect for 60 days from due date.

Address Bid to: Sherry Oja

Finance Director

Rock County Courthouse

51 S. Main Street Janesville WI. 53545

Rock County reserves the right to accept or reject any or all bid, to waive any technicality or error in any bid or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible and responsive bidder on the basis of the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, time of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County will make award to bidder of its choice and such decision will be final.

INSTRUCTIONS FOR BID

The proposer is required to submit electronically via DemandStar (www.demandstar.com) or submit five (5) hardcopies of their proposal in a sealed envelope marked ITB #2023-04 to Sherry Oja, Finance Director, 51 South Main Street, Janesville, WI 53545. All proposals must be received by 2:00 p.m. (local time) March 13, 2023. Any proposal submitted after this date and time will be rejected. No faxed or emailed proposals will be accepted.

Bidders are responsible for ensuring that the above office receives their bid before the deadline. Bid "packets" must be clearly labeled with vendor name, return address, bid title, date and the name of the bidder's primary contact for proposal questions.

Bid Form must be completed. Bids must be signed with name typed below signature. Where bidder is a corporation, bid must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

Bidders must be licensed to do business in the State of Wisconsin when required by law.

INQUIRIES

All questions concerning this Invitation to Bid must be submitted <u>in writing</u> to Sherry Oja, Finance Director. Questions must be received by <u>12:00 noon (local time)</u>, <u>February 23, 2023</u>. Questions received after this date and time will not be answered. Questions must be e-mailed to <u>sherry.oja@co.rock.wi.us</u> and must include ITP #2023-04 in the subject line.

No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addenda will include a list of each question received and Rock County's response.

ADDENDA

All changes in or interpretations of the Bidding Documents prior to bid opening will be made by written addenda issued by Rock County to each recipient of the Bidding Documents on record. All addenda will be issued no later than 72 hours prior to bid opening. All addenda or notice of addenda will be posted on Rock County's website, www.co.rock.wi.us and on DemandStar (www.demandstar.com)

PROJECTED TIMETABLE

Issue Invitation to Bid
Questions Due
February 16, 2023
February 23, 2023 – 12:00 noon
Addenda Issued
February 27, 2023 – 5:00 p.m.

March 13, 2023 – 2:00 p.m.

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND - REQUIRED

The successful Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond each in the amount of 100% of the Contract Sum. All such bonds shall be issued by a surety company licensed to do business in the State of Wisconsin. Contractor shall pay all premiums. Deliver said bonds to Rock County no later than the date of execution of the contract. Failure or neglecting to deliver said bonds as specified, shall be considered as having abandoned the Contract, and the Bid Security will be retained as liquidated damages.

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's bid, become the property of Rock County. We will work with vendors to meet their confidentiality requirements, provided that they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

BID AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their bid in response to this Invitation to Bid nor for the presentation of their Bid and/or participation in any discussions or negotiations.

COMPLIANCE WITH INVITATION TO BID

Bids submitted shall be in strict compliance with the Invitation to Bid. Failure to comply with all provisions on the ITB may result in disqualification. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the successful bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for the delay in the work or additional compensation.

COMPLETION DATE

Provide a start and finish date on the Bid Form in which your Company could complete this project if awarded as indicated.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Invitation to Bid, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the bid.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision 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 further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2).

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

INSURANCE REQUIREMENTS

The Contractor further agrees that in order to protect itself and County it will at all times during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with minimum limits:

Personal and bodily injury Per person \$1,000,000

Per accident \$2,000,000

Property damage: Each Occurrence \$500,000

Aggregate \$500,000

Coverage shall apply as primary with County named as an <u>additional named insured</u>. Contractor shall also <u>provide a copy of the additional insured endorsement</u>. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution, or commencing work for the County.

MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw bids at any time before the bid opening, but may not resubmit them. No bid may be withdrawn or modified after the bid opening except where the award of the contract has been delayed for more than 60 days from the day of the bid opening.

PROOF OF COMPETENCY OF BIDDER

Any bidder may be required to furnish evidence satisfactory to Rock County that the Bidder and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work bid to assure completion of the Contract in a satisfactory manner.

CONFLICT OF INTEREST

All respondents must disclose with their Bid, the name of any officer, director or agent who is also an officer or employee of Rock County. Further, all respondents must disclose the name of any Rock County officer or employee who owns, directly or indirectly, any interest in the vendor's firm or any of its branches. Failure to disclose this information will result in disqualification of Bid and/or cancellation of Contract. Rock County reserves the right to seek damages for recoupment of losses in having to re-let or reassign.

QUANTITIES

Quantities shown within the Invitation to Bid are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

QUALITY LEVEL

Unless otherwise indicated in the Invitation to Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

DEVIATION AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications will be described fully under the bidder's letterhead, signed, and attached to the Bid. In the absence of such statements, the bid will be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

SUBSTITUTIONS

When substitutions are bid, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Substitution shall be requested prior to the question cut-off date and time. Approved substitutions will be included in the Addenda. Rock County shall be the sole judge of equivalency.

DISQUALIFICATION

Rock County reserves the right to disqualify Bids, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the bidder.

AWARD

Award will not be made to any bidder in default of a Contract with Rock County, or to any bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

DEBARMENT

The Contractor certifies through signing their bid that neither the Contractor nor any of its principals are debarred, suspended, proposed for debarment or declared ineligible by any federal department or agency. In addition, the Contractor shall notify Rock County within five business days in writing by registered mail if the Contractor or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of bids will be in writing. Such requests shall not alter the offeror's pricing information contained in its bid.

SAFETY REQUIREMENTS

Materials, equipment and supplies provided to the County shall comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the contractor shall furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during the course of performing the service necessary to satisfy the requirements of any Invitation to Bid, the contractor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Contractor shall provide warning devices and/or signs, which shall be prominently installed and displayed, and be fully in compliance with safety regulations.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. 008102042190606 (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Contractors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

OWNER PURCHASE - ACT 126

Gov. Scott Walker has signed into law Senate Bill (SB) 227 on Dec. 16, 2015, allowing contractors to purchase construction materials on behalf of certain tax-exempt clients without paying Wisconsin sales or use tax. The law applies to construction material contracts signed beginning Jan. 1, 2016. The new exemption applies to contracts with a Wisconsin county, city, village, municipality, school district, city or county hospital, and local sewer and water districts. It also covers real property construction jobs with religious, charitable, educational, and other nonprofit organizations that are themselves exempt under Wisconsin's statutes. The bill excludes highway, street, and road projects from the scope of the sales and use tax exemption.

SUBSTANCE ABUSE POLICY

Pursuant to Wis. Stat. 103.503(3), contractor, subcontractor or agent of a contractor or subcontractor that will be performing any work on this public works project verifies that it has in place, prior to the commencement of any work on this project, a written program for the prevention of substance abuse among its employees. Said verification includes confirmation that the written program contains all of the following:

- 1. A prohibition against any employee using, possessing, attempting to possess, distributing, delivering, or being under the influence of a drug, or use or be under the influence of alcohol, while performing work on this project.
- 2. A requirement that employees performing work on this project shall submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on this project, except that testing of an employee before commencing work on this project is not required if the employee has been participating in a random testing program during the ninety (90) days preceding the date on which the employee commences work on this project.
- A procedure for notifying an employee who tests positive or who refuses to submit to drug or alcohol testing that he/she may not perform work on this project or have access to this project until he/she has submitted to the required drug or alcohol testing and does not test positive.

Rock County is not responsible for the cost of developing, implementing or enforcing this required substance abuse prevention program in any way; nor is it responsible for the cost of drug and alcohol testing any employee. Each employer shall be responsible for said costs.

CONTRACT REQUIREMENTS

CONTRACT

The documents that will form the contract include the "Invitation to Bid", any attachments or addendum and the successful respondent's "Bid".

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

TERMINATION FOR DEFAULT

The contract may be terminated by Rock County, in whole or in part, in writing, whenever the County determines that the Contractor has failed to meet performance requirements of the Contract.

TERMINATION FOR CONVENIENCE

Rock County reserves the right to terminate the Contract, in whole or in part, by giving the Contractor written notice of at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Rock County, the Contractor shall only provide those services specifically approved or directed by Rock County. All other rights and duties of the parties under the Contract shall continue during such notice period.

CANCELLATION

Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Contractor fails to maintain and keep in force the required insurance, Rock County shall have the right to cancel and terminate the contract without notice.

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without fault or negligence of the party.

PERMITS, LICENSES AND FEES

The selected vendor shall be responsible for obtaining all permits, licenses, certifications etc. required by Federal, State, County and Municipal laws, regulations, codes and ordinance for the performance of the work required in these specifications and to conform with the requirements of said legislation.

PATENT FEES, ROYALTIES AND LICENSES

By accepting a contract or purchase order from Rock County, the vendor or contractor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

PUBLIC ENTITIES CRIMES

A person or affiliate that has been convicted of a public entity crime is not allowed to submit a Bid for this contract.

PUBLIC RELATIONS IMAGE

Selected vendor's personnel shall at all times handle complaints and any public contact with due regard to the County's relationship with the public. Any personnel in the employ of the selected vendor involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the contract at the request of Rock County.

PUBLICITY RELEASES

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Rock County. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of Rock County. The contractor further agrees not to publish or cite in any form, any comments or quotes from County staff.

ASSIGNMENT & SUBCONTRACTING

The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of Rock County.

VENDOR'S RELATIONSHIP TO ROCK COUNTY

It is expressly agreed and understood that the successful vendor is in all respects an Independent Contractor as to the work, and the vendor is in no respect an agent, servant or employee of Rock County. The contract will specify the work to be done by the vendor, but the method utilized to accomplish the work shall be the responsibility of the vendor.

DEFICIENCIES

In the event that Rock County determines that there are deficiencies in the service work provided by the vendor under the contract, Rock County shall notify the vendor in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, vendor shall take responsible steps to correct any deficiencies.

GUARANTEED DELIVERY

Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the contractor liable for all costs in excess of contract price if alternate procurement is necessary. Excess costs include administrative costs.

WORK CHANGES

Rock County reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract.

WORK SITE DAMAGE

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Rock County's satisfaction at the Contractor's expense.

RECORDS

The Contractor shall maintain accurate and complete records. All books and records pertaining to the performance of the contract shall be made available at any time during the contract and for three years following the expiration of said contract to the Rock County Finance Department, Purchasing Department or any independent auditing firm acting at the direction of Rock County.

SOUTHERN WISCONSIN REGIONAL AIRPORT FUEL TANKS INSTALLATION SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK: Remove existing Fuel System. Install new (TWO) tank AST system to include new dispenser, tanks, and PV100.

B. EXCAVATING AND TANK REMOVAL

Tank removal:

- Remove existing dispenser left onsite for owner disposal
- Remove and dispose of existing island
- Remove and dispose of concrete/pavement
- Remove and dispose of existing tank/piping
- Clean out existing tanks and barrel excess sludge/product
- Backfill and compact excavations with crushed limestone base at grade

Trench installation:

- Excavate new conduit trench to new site
- Dispose of asphalt offsite
- Backfill and compact electrical trench with crushed gravel

*All onsite asphalt replacement will be completed by Rock County Public Works Department. Additionally, Airport personnel are responsible to use/remove as much diesel fuel as possible prior to final sludge being removed from the tank, ensure proper notifications are made with the Airport's insurance carrier, and notify Diggers Hotline prior to contractor arriving onsite.

- **C. INSTALLATION**: Work includes the installation of tanks, submersibles, materials, providing a crane to set tanks, vacuum testing of tanks, installation of dispenser, cleanup, and final inspection and sign-off.
 - 1. (ONE) 5,000-gallon Flameshield DW AST (off-road diesel) tank and (ONE) 550-gallon Flameshield DW AST (gas) tank with following materials
 - 2. Tanks above shall each use PV100 System which includes 2-hose or 4 hose mechanical pump control, heater, illumination, metal keyboard, graphic display, manual bypass and manual over-ride, quantity restrictions, on-screen display card and pump totals and ability to retrieve with an external USB flash drive, USB transaction recording option, standard card memory capacity to store totals for 1000 users and pocket weather shield.
 - PV-SOLO 2 hose
 - 48" Pedestal
 - 3. Dispensers and hose assemblies shall be -
 - Bennett 3700 series commercial electronic dispenser (3722SNR-27) 2 product dual
 - Pulser
 - J-box
 - Dispenser stand
 - ³/₄" x 9.5' hose assembly
 - 1' x 17' hose assembly with high hose retractor

4. Necessary freight charges included for all items mentioned above

5. Piping Materials:

- 0.75 hp FE Petro submersible
- 1.50 hp FE Petro submersible
- 2 submersible smart controllers
- 2 submersible pipe fittings including ball valve
- 1.5" black pipe and fittings for product lines
- 3" black pipe and fittings for pressurized fill line for diesel
- Unistrut and clamps for mounting pipe
- 2 shear valve assemblies with stabilizer bar kits
- 3.5-gallon spill container assembly for gas tank including drop tube, hinge cap, and id tag
- 15-gallon remote fill assembly for diesel tank
- 3" remote fill valve package including ball valve, check valve, cap, and adapter
- 3" AST overfill valve
- 48" pop up leak gauge
- 96" pop up leak gauge
- 48" pop up leak gauge
- Morrison brother clock gauge alarm
- 2" Scully vent whistle
- 2" atmospheric vent for gas
- 3" atmospheric vent for diesel
- 2 4" emergency vents
- 2 8" emergency vents
- $2 \frac{1}{2}$ " expansion relief valve
- 2 1.5" solenoid valve
- 1.5" flex connectors
- Grounding assembly
- Signage and decals
- Fire Extinguisher/Cabinet

6. Collision protection

- 6 4" diameter x 7' steel bollards
- 6 yellow bollard covers with red reflective tape sized to fit bollards

7. Electrical

- Disconnect existing site
- Dispenser (dual product)
- (2) submersible w/solenoid
- Card reader
- 16' light pole
- Conduits for future DEF
- Low voltage overfill alarm
- Future conduits for future tank monitor
- Petro panel
- Plywood, feet strut, and strut to make a wall
- Keyed E-stop
- Move equipment to corner closest to tank pad

8. Concrete

- Prep new tank area (haul excess dirt to local dump site)
- Set and pour 20'x20'x8" thick tank slab w/#4 rebar 1' on center
- Set and pout (6) 4" collision posts
 *20'x20' concrete area will be large enough to install future DEF system
 **Flatwork square footage is an estimate. Understood final measurements to fit system may affect the final invoice. Project change order will be required to deviate from the accepted bid.
- **D. STARTUP:** The bid must include initial system startup, i.e., program dispenser, purge and calibrate, install and program PV100, install and program overfill alarm, and install safety equipment.
- **E. PROJECT MANAGEMENT:** The bid must include all necessary permits, registrations, soil sampling, and site assessment reports required to install and use the fuel system. Include all mobilization and lodging expense needed.
- **F. WARRANTY:** All parts and labor shall have a one-year minimum warranty.



#2023-04 INVITATION TO BID AIRPORT FUEL TANK INSTALLATION FOR SOUTHERN WISCONSIN REGIONAL AIRPORT ROCK COUNTY, WISCONSIN

BID FORM

TO:	County of Rock Financial Services Purchasing Division 51 South Main Street Janesville WI 53545			
I (We)(A Co	orporation)	(A Partnership)	(An Individual)	
A Bona Fide Prime Bidder, have received the specifications prepared by Rock County for the above referenced project. I (We) have also received Addenda Nos, and have included their provisions in this Bid.				
I (We) have examined the Specification Documents noted above, and agree to enter into and execute a contract, if awarded, on the basis of this Bid.				
Bid for a SIN	GLE PRIME CO	ONTRACT for		
I (We) will perform all the work for the stipulated sum of:				
		(Dollars	s) <u>\$</u>	

Estimated Start Da	te:
Estimated Comple	tion Date:
List any deviations	or additional information to your bid on company letterhead.
Bid prepared by:	
	Signature
	Print Name & Title
Company:	
Address:	
Phone Number:	
E-Mail Address:	