



INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: 9/22/11	TITLE FUEL PUMPS FOR THE CITY DOCK	NUMBER: 002-12	OPENING DATE & TIME: 10/11/11 2:00 PM
PRE-BID DATE, TIME AND LOCATION:			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:

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 materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
<small>Please initial by all that apply</small> <small>I acknowledge receipt of the following addendum</small> <small>_____Addendum #1 _____Addendum #2 _____Addendum #3 _____Addendum #4</small>		

PLEASE NOTE THE FOLLOWING:

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with bid number & closing date.**
- > Bids received after the above closing date and time will not be accepted.
- > **If you do not have an email address** and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
- 3. NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
- 4. BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
- 5. WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

 - A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- 7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
- 8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is 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. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

9. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.

10. **CONFLICT OF INTEREST:** All bid awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

11. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.

12. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

14. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. **BID PROTEST:** The city has formal bid protest procedures that are available on request.

16. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

17. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

18. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

19. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

20. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

22. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

23. **LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. **PUBLIC ENTITY CRIMES:** 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 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 from the date of being placed on the convicted vendor list.

25. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. **COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

28. **ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.

29. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. **RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

32. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.

33. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. **ALTERNATIVE BIDS:** Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. BIDDER INVESTIGATIONS: Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

37. CERTIFICATES AND LICENSES: The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF BIDDERS: The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- > The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY

EXCLUSION: The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the "Accord"- 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO BID

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Bid # _____ and Description: _____

We, the undersigned, decline to bid on the above project for the following reason(s):

- We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.
- Our Company does not offer this product or service.
- Our current work schedule will not permit us to perform the required services.
- Specifications are incomplete or information is unclear (Please explain below).

Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project.

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. BID PERFORMANCE & PAYMENT BONDS

A Bid Security Bond shall be submitted with the final bid, if the total bid is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final bid, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the bid to the successful bidder, both bid performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. **Also proof of insurance from the successful bidder is required at the time of award as well.**

D. QUESTIONS

Questions regarding this bidder packet must be received in writing in the Purchasing Division, **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to:

[J. F. Workman, CPPO, CPPB](mailto:jworkman@naplesgov.com)

City of Naples, Purchasing Division

735 8th Street South

Naples, Florida 34102

PH: (239) 213-7100 FX: (239) 213-7105

jworkman@naplesgov.com

Bennett Model Number: 3822SNR-27-J-SS-P

Electronic RETAIL Remote Dispenser SPECIFICATIONS

2-Product, 2-Hose 24 GPM Max - Quantity: 2

1. Configuration Including Number of Products and Hoses. The dispenser shall have:
 - 1.1. Provision for dispensing two fuel products from two hose outlets.
 - 1.2. 2 product inlet connections of 1-1/2 inch NPT Pipe.
 - 1.3. 2 product outlet connections of 1 inch NPT including a removable 1 inch x 3/4 inch reducer bushing.
 - 1.4. Two Side mounted nozzle boots (island oriented) to allow dispensing from either the front or rear island traffic lane.
 - 1.5. Two volumetric positive displacement, piston style meter(s).
2. Performance. The dispenser shall have:
 - 2.1. A maximum(1) flow rate of twenty-four (24) gallons per minute (90 liters per minute).
 - 2.1.1. (1) Maximum Flow Rate is optimal rates during testing. Actual rates will vary depending upon installation conditions and accessories such as hoses, nozzles, swivels, etc. and choice of submerged pump horsepower rating.
3. Construction. The dispenser shall have:
 - 3.1. A bolted interlocking frame design for ease of frame repair.
 - 3.2. A corrosion resistant frame.
 - 3.3. Stainless steel top cover.
 - 3.4. Stainless steel side panels.
 - 3.5. Stainless steel hinged upper cabinet door.
 - 3.6. Hinged lower doors are stainless steel.
 - 3.7. Hinged lower and upper doors secured by two locks each.
 - 3.8. A rain channel diversion design and gasket seal around the door prevents rain or snow from entering the electronic enclosure.
 - 3.9. Removable product ID panels.
 - 3.10. Durable hose hanger hook on the side frame adjacent to each nozzle boot.
 - 3.11. Nominal dimensions as follows:
 - 3.11.1. Low hose style cabinet - 60"H x 30"W x 20"D.

Electronic RETAIL Remote Dispenser SPECIFICATIONS

2-Product, 2-Hose 24 GPM Max - Quantity: 2

4. Remote Dispenser Hydraulic System. The dispenser shall have:
 - 4.1. Two diaphragm type shut-off control valve(s) for smooth hydraulic flow and prevention of fuel flow while the dispenser is in the "off" state.
 - 4.1.1. Two inlet check valve(s) to prevent fuel flow backward at the dispenser inlet.
 - 4.1.2. Two 35-micron replaceable paper filter(s).
 - 4.2. Two volumetric, positive displacement piston meter(s). Each meter shall have:
 - 4.2.1. A design that relies upon the CPU and software to perform calibration adjustments electronically. The meter shall not have any mechanical means to alter the calibration setting performed by the CPU.
 - 4.2.2. The ability to measure in US Gallons.
 - 4.2.3. Accuracy of +/- 0.3% from 1.5 GPM (5 LPM) to 26 GPM (100 LPM).
 - 4.3. 3/4 inch 24 VDC solenoid valve
5. Electrical Power Requirements. The dispenser shall have:
 - 5.1. Provision to operate the electronic controls with nominal voltage of 115v 60Hz, 1 Phase with a tolerance of plus or minus 24% and a cycle range of 48 to 62 Hz.
6. Electronic Computer per Hose. The dispenser shall have:
 - 6.1. One electronic computer board per hose designed to be intrinsically safe for UL Class 1, Division 1 hazardous locations.
 - 6.1.1. Currency: US Dollars
 - 6.1.2. Single board design which includes the CPU, Power Supply, 1" high LCD Displays with backlighting for Money and Volume, 1/2" high LCD Display for Price-Per-Volume (PPV), Last Sale Recall LCD Battery Backup for 15 minutes minimum, Accumulative Hose Totals stored in non-volatile RAM memory for extended power outages, Electronic Meter Calibration, RS-485 Consumer Payment System communication interface, Electro-Mechanical Totalizer and wiring terminal strips for field wiring termination.
 - 6.1.3. One Auxiliary Display Board for Side 2 of the cabinet.
 - 6.1.4. Fifteen (15) minutes of Battery Backup display power during a VAC power loss to provide Last Sale Recall of money, volume and PPV amounts.

Electronic RETAIL Remote Dispenser SPECIFICATIONS

2-Product, 2-Hose 24 GPM Max - Quantity: 2

- 6.1.5. One intrinsically safe optical two channel pulser that is self monitoring to prevent product flow in the event of a malfunction. This pulser shall have provision to attach a wire seal to make it tamper-proof.
- 6.1.6. One Magnet Proximity Pump Handle Switch for positive on/off operation. This handle switch shall be electronically interlocked so that the transaction display resets to zero each time the switch is turned to the "On" position. The handle and nozzle boot assembly shall be constructed so that the nozzle cannot be replaced in the boot/cradle unless the handle switch is in the "Off" position.
- 6.1.7. The LCD displays must be backlit via high-intensity, long-life LED's for night and low light viewing conditions. The electronic computer board and auxiliary display board shall each have these backlit LCD displays:
 - 6.1.7.1. One 1" high LCD display for Money and Volume amounts.
 - 6.1.7.2. One 1" high LCD display for the Price-Per-Volume (PPV) amount. Both LCD displays shall have high contrast black characters.
- 6.1.8. Individual Sales Transaction display capability shall be:
 - 6.1.8.1. For Currency the display shall be six (6) digits maximum. By means of three (3) programmable decimal point locations, the money display can be either 9999.99 or 99999.9 or 999999 maximum.
 - 6.1.8.2. For Volume the display shall be six (6) digits maximum. For Gallons the display shall be 999.999 maximum. For Liters the display shall be 9,999.99 maximum.
 - 6.1.8.3. For Price-Per-Volume (PPV) the display shall be four (4) digits maximum. By means of four (4) programmable decimal point locations, the PPV display can be either 9.999 or 99.99 or 999.9 or 9999 maximum.
- 6.1.9. Accumulative, Non-resettable, Hose Totals display capability shall be:
 - 6.1.9.1. For Accumulative Money Totals the display shall be eleven (11) digits maximum. By means of three (3) programmable decimal point locations, the accumulative money totals can be either 999,999,999.99 or 9,999,999,999.9 or 99,999,999,999 maximum. A toggle switch on the board causes hose totals to be displayed. However, without opening the upper cabinet door, a magnet touched near the main LCD Display causes accumulative hose totals to be displayed and automatically sequence through money and volume values. These accumulative

Electronic RETAIL Remote Dispenser SPECIFICATIONS

2-Product, 2-Hose 24 GPM Max - Quantity: 2

totals are stored in non-volatile RAM memory and will not be reset during prolonged power outages.

- 6.1.9.2. For Accumulative Volume Totals the display shall be eleven (11) digits maximum. By means of two (2) programmable decimal point locations, the accumulative volume totals can be either 99,999,999.999 for US Gallons or 999,999,999.99 for Liters. A toggle switch on the board causes hose totals to be displayed. However, without opening the upper cabinet door, a magnet touched near the main LCD Display causes accumulative hose totals to be displayed and automatically sequence through volume and money values. These accumulative totals are stored in non-volatile RAM memory and will not be reset during prolonged power outages.
- 6.1.9.3. For Accumulative Volume Totals, a second method is included utilizing a non-resettable Electro-Mechanical Totalizer. This Totalizer must be visible from the main LCD Display window without opening the upper cabinet door.
- 6.1.10. Through software program settings via a Manager's Keypad, this fuel cabinet must provide:
 - 6.1.10.1. Stand-Alone Mode of Operation.
 - 6.1.10.2. Console Mode of Operation - either RS-485 or Current Loop to communicate to Consumer Payment and POS Systems.
 - 6.1.10.3. Suction Pump Motor Delay.
 - 6.1.10.4. Leak Detector 3 Second Pre-charge.
 - 6.1.10.5. Unit of Measure - establishes either US Gallons, Liters or Imperial Gallons as the unit of measure to be used.
 - 6.1.10.6. Volume Allocation Limit - restricts maximum volume limit on a per transaction basis.
 - 6.1.10.7. Local Preset Programming - For fuel cabinets equipped with the optional Local Preset feature, allows the customer to pick a pre-programmed money or volume value.
 - 6.1.10.8. Set Slow Flow Shut-off Point - For POS Prepay sales or optional Local Preset capability, allows slow down point to be set as a Manager programming function.

Electronic RETAIL Remote Dispenser SPECIFICATIONS

2-Product, 2-Hose 24 GPM Max - Quantity: 2

- 6.1.10.9. No Flow Time Out Limit - Set as a Manager programming function, allows time period to be set between 0 and 999 seconds before terminating a sale transaction due to no pulses detected.
- 6.1.10.10. Set as a Manager programming function in Stand-Alone Mode of Operation only, set a Price-Per-Volume (PPV) value for computing the sales money to be collected.
- 6.1.10.11. Set as a Manager programming function, allows changing of Manager's password code number.
- 6.1.10.12. Set fuel cabinet address - allows for addressing multiple fuel cabinets on a single communication loop.
- 6.1.10.13. Provide two levels of fuel cabinet built-in troubleshooting diagnostics: (1)Automatic diagnosis of common component failures and automatically display an error code number on the LCD displays. (2)Service technician access to diagnostic counters holding key fuel cabinet performance and operational code numbers.
- 6.1.11. Electronic Calibration of the meter setting and shall provide a physical switch to access the electronic calibration mode. This switch shall have a security provision to attach a seal wire.
- 6.1.12. Capability to operate in temperatures ranging from -30C to +50C at 95% non-condensing humidity without heaters or cooling fans.
- 6.1.13. For communicating to Consumer Payment (POS) Systems that have not developed either an RS-485 communication interface or a current loop communication interface to this fuel cabinet, one (1) optional Pulse Output Board can "control and communicate" for two fuel cabinet hoses by generating analog voltage levels that electronically "mimic" the original Veeder-Root register specification protocol. Note: This optional Pulse Output Board is only required when the Consumer Payment (POS) System does not have an RS-485 interface or a current loop interface to this fuel cabinet.

7. Fuel Compatibility. The dispenser shall have:

7.1. Compatibility with standard motor fuels as defined:

- 7.1.1. Product 1: Unleaded gasolines containing less than 10% Alcohol blends.
- 7.1.2. Product 2: Standard Diesel fuel.

Electronic RETAIL Remote Dispenser SPECIFICATIONS

2-Product, 2-Hose 24 GPM Max - Quantity: 2

7.2. Product ID panels to read:

7.2.1. Product ID Panel 1:

7.2.1.1. Label: UNLEADED PLUS

7.2.1.2. Foreground Color: white

7.2.1.3. Background Color: blue

7.2.2. Product ID Panel 2:

7.2.2.1. Label: DIESEL

7.2.2.2. Foreground Color: black

7.2.2.3. Background Color: green

8. Approvals. The dispenser shall have:

8.1. Underwriters Laboratories listing for the use for which it is intended. The U.L. label shall be permanently affixed to the side of the pump.

8.2. N. T. E. P. Certificate of Conformance for the use for which it is intended available upon request.

9. Options. The dispenser shall include the following options:

9.1. 1 optional Pulse Output Board(s). Each Pulse Output Board can handle up to two fueling hoses. The Pulse Output Board electronically generates the identical "original specification" voltage signals of the Veeder-Root register for communication to an external device.

9.2. Inclusion of an explosion proof lower cabinet junction box. Wiring from junction box to upper cabinet area furnished and installed by others.

9.3. This electronic fuel cabinet includes the factory installed optional capability of a Pulse Output Board located in the upper electronics area for communication to a Other Fleet Fueling Supplier - Default Model that DOES NOT have an RS-485 interface or current loop interface to this electronic fuel cabinet. This Pulse Output Board option offers a maximum two (2) Hose capability. Additionally, this Pulse Output Board provides two (2) channels of pulse output per Hose, for a maximum of 4 channels per board. This Pulse Output Board can "control and communicate" to a Other Fleet Fueling Supplier - Default Model by generating analog voltage levels that electronically "mimic" the original Veeder-Root register specification protocol for pump handle signal, pulse output signal and control of motor/valves. A second conduit stub, nuts and washers are provided to isolate this communication wiring to the Other Fleet Fueling Supplier - Default Model, if required. This Pulse Output Board provides termination points for ALL EXTERNAL FIELD WIRING.

Electronic RETAIL Remote Dispenser SPECIFICATIONS

2-Product, 2-Hose 24 GPM Max - Quantity: 2

ALL EXTERNAL FIELD WIRING that is required to and from the building to this fuel cabinet and the Other Fleet Fueling Supplier - Default Model are to be furnished and installed by, and are the responsibility of, the installing contractor. See Section 10 titled "Equipment and Services Furnished and Installed by Others" for additional details concerning the Other Fleet Fueling Supplier - Default Model capability. Check with Other Fleet Fueling Supplier - Default Model for more information on proper installation requirements.

- 9.4. The Other Fleet Fueling Supplier - Default Model communicates to this electronic fuel cabinet's CPU board for fuel control via the factory installed optional Pulse Output Board. However, the Other Fleet Fueling Supplier - Default Model may have multiple optional methods, some of which may be RF, WiFi and hard-wire connection, for communication INTO the customer's main office accounting computer system.

It is the responsibility of the installing contractor to determine which Other Fleet Fueling Supplier - Default Model communication method has been specified and ordered for this particular project. ALL EXTERNAL FIELD wiring that is required from the building to this electronic fuel cabinet and the Other Fleet Fueling Supplier - Default Model are to be furnished and installed by, and are the responsibility of, the installing contractor. See Section 10 titled "Equipment and Services Furnished and Installed by Others" for additional details concerning the Other Fleet Fueling Supplier - Default Model capability. Check with Other Fleet Fueling Supplier - Default Model for more on this system's installation requirements.

- 9.5. Second conduit for isolating communication to a peripheral device.

- 9.6. Super Stainless Steel Package

10. Equipment and Services Furnished and Installed by Others

- 10.1. This electronic fuel cabinet includes the factory installed optional capability of a Pulse Output Board located in the upper electronics area for communication to a Other Fleet Fueling Supplier - Default Model that DOES NOT have an RS-485 interface or current loop interface to this electronic fuel cabinet. This Pulse Output Board option offers a maximum capability of two (2) Hoses. Additionally, this Pulse Output Board provides two (2) channels of pulse output per Hose, for a maximum of 4 channels per board. This Pulse Output Board can "control and communicate" to a Other Fleet Fueling Supplier - Default Model by generating analog voltage levels that electronically "mimic" the original Veeder-Root register specification protocol for pump handle signal, pulse output signal and control of motor/valves. A second conduit stub, nuts and washers are provided to isolate this communication wiring to the Other Fleet Fueling Supplier - Default Model, if required. This Pulse Output Board provides termination points for ALL EXTERNAL FIELD WIRING. ALL EXTERNAL FIELD WIRING that is required to and from the building to this fuel cabinet and the Other Fleet Fueling Supplier - Default Model are to be furnished and installed by, and are the responsibility of, the installing contractor. Check with Other Fleet Fueling Supplier - Default Model for more information on proper installation requirements.

- 10.2. The Other Fleet Fueling Supplier - Default Model communicates to this electronic

Electronic RETAIL Remote Dispenser SPECIFICATIONS

2-Product, 2-Hose 24 GPM Max - Quantity: 2

fuel cabinet' s CPU board for fuel control via the factory installed optional Pulse Output Board. However, the Other Fleet Fueling Supplier - Default Model may have multiple optional methods, some of which may be RF, WiFi and hard-wire connection, for communication INTO the customer' s main office accounting computer system. It is the responsibility of the installing contractor to determine which Other Fleet Fueling Supplier - Default Model communication method has been specified and ordered for this particular project. ALL EXTERNAL FIELD wiring that is required from the building to this electronic fuel cabinet and the Other Fleet Fueling Supplier - Default Model are to be furnished and installed by, and are the responsibility of, the installing contractor. Check with Other Fleet Fueling Supplier - Default Model for more on this system' s installation requirements.

Bennett Startup Policy Statement:

The fueling cabinet(s) shall be installed according to Bennett Pump Company installation instructions. An Installation/Start-up Audit Site Inspection shall be performed by a person certified by Bennett Pump Company. The installer/contractor shall furnish a copy of the Installation/Start-up Audit Report to the buyer and to Bennett Pump Company to properly register this site for warranty purposes. This documentation gives the buyer certain privileges under the Bennett Pump Company limited warranty policy.

Bennett Limited Warranty for Products Installed in the United States

Bennett Pump Company or Bennett Commercial Pump Company guarantees new Service Station Equipment manufactured by Bennett against defects in material or workmanship during the warranty period in accordance with the provisions stated below:

- For this limited warranty to apply, the dispenser(s) must be installed according to the manufacturer's published installation instructions (shipped with each dispenser or available upon request). An installation audit must be performed by a person certified by the manufacturer to ensure that the installation conforms to Bennett's installation instructions. A copy of the installation audit report must be furnished to the buyer and the manufacturer within 14 days of installation.
- Warranty service must be performed by the nearest Bennett Authorized Service Representative qualified to perform service on the defective equipment. Only Authorized and Certified Service Representatives are allowed to perform warranty service. Use of service personnel other than qualified Bennett Service Representatives without prior approval by Bennett Pump Company will void payment of any warranty claims.
- Labor and travel costs incurred while servicing Bennett equipment will be paid at previously contracted rates subject to published standard repair time allowances to qualified Bennett Service Representatives with travel cost limited to 200 miles. Travel cost shall be limited to 4 hours round trip.
- Bennett equipment has been installed according to the manufacturer's instructions and diagrams.
- During the warranty period, Bennett Pump Company will, at its option, repair or replace defective parts returned to its factory, transportation charges prepaid.
- The manufacturer reserves the right to make changes in the design or to make additions or improvements with respect to its products without incurring any obligation to modify or install same on previously manufactured products.

Pumps and Dispensers - 1000 and 2300/2400 Series

Warranty on parts, labor, and travel is 24 months from date of installation or 30 months from date of Bennett's original invoice, whichever comes first. An exception is any printer or printer driver board used in a pump or dispenser. For printers and driver boards: parts, labor, and mileage warranty coverage is for 12 months from the date of installation not to exceed 18 months from date of Bennett's original invoice.

This warranty excludes nozzles, hoses and fittings, hose retractor, filters, belt adjustments, paper jams, light bulbs, or any leaks after the installation start-up and audit. Minor adjustments such as meter calibration, pulser adjustments, and handle switch adjustments, customer specified items manufactured by others, and customer requested reprogramming of equipment are not covered by warranty.

Pumps and Dispensers - All Other Models

Warranty on parts, labor, and travel is 12 months from date of installation or 18 months from date of Bennett's original invoice, whichever comes first.

This warranty excludes nozzles, hoses and fitting, hose retractor, filters, belt adjustments, paper jams or light bulbs. Minor adjustments such as meter calibration, pulser adjustments, and handle switch adjustments, customer specified items manufactured by others, and customer requested reprogramming of equipment are not covered by warranty.

Field Retrofitted Card Acceptor or Cash Acceptor

The field retrofit assembly is warranted for parts only for 12 months from date of installation or 18 months from date of original invoice, whichever comes first, except the receipt printer and driver board which is warranted for parts for ninety (90) days from the date of installation or 180 days from original invoice, whichever comes first.

Consumable Items such as receipt paper are not warranted. The use of receipt paper not specified by Bennett will void the printer assembly warranty.

Model 515 Pump Controllers

Warranty on parts, labor and travel is 12 months from the date of installation or 18 months from the date of original invoice, whichever comes first.

Software

Bennett Pump Company warrants Bennett products and software packages, whose operation is controlled by Bennett designed and developed software, shall be free of material defects and conform to current Bennett specifications for a period of ninety (90) days from the date of original invoice. Bennett shall use its best effort to correct such defects and to supply to purchaser at Bennett's expense, a corrected version within a reasonable time after purchaser notifies Bennett in writing of any defects and provides the programs and instructions required to reproduce the claimed defect.

This would not cover any modification to the program, the Bennett product, and/or connection to unapproved equipment made by any person or any defect caused by such modifications/connections.

Upgrade Kits

Bennett offers kits which are installed at the purchaser's option to enhance operating features of an existing Bennett product. These upgrade kits are warranted for parts only for ninety (90) days from date of installation or 12 months from date of original invoice, whichever comes first. This warranty

applies to kit components only. The warranty status of the remainder of the product is unchanged.

Spare Parts

For equipment under warranty: The warranty period for all spare parts replaced is the remainder of the original warranty. Spare Parts are warranted for the value of the parts only (no labor, mileage, or other charges).

For equipment not under warranty: The warranty period is 90 days from the date of invoice to the end user, or 12 months from the date of original invoice, whichever comes first. Spare Parts are warranted for the value of the parts only (no labor, mileage, or other charges).

General Exclusions

1. Warranty does not apply to any product which has been altered, subjected to unusual physical or electrical stress, an Act of God, damaged by accident, tampered with, or subjected to misuse or abuse including substituting parts or accessories from other manufacturers without the written consent of Bennett Pump Company. The above warranties shall not exist if the original identification marks have been removed or altered.
2. Bennett makes no warranty with respect to the Bennett equipment or Bennett's performance of services under this agreement, express or implied, and Bennett hereby disclaims the implied warranties of merchantability and fitness for a particular purpose.
3. In no event shall Bennett be liable for any loss of profits, loss of use, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance, use or failure of the Bennett equipment, software or services acquired from Bennett, the distributor or the user, whether alleged as a breach of contract or tortious conduct, including negligence. Bennett's liability hereunder for damages shall not, in any event, exceed the amounts paid by the buyer to Bennett for equipment, software or services as to which the claim arose.
4. No action arising out of any claimed breach of the Warranty Agreement or transaction under this Warranty Agreement may be brought by either party more than two (2) years after the cause of action has accrued.
5. Use of non-Bennett replacement parts, unless specified by Bennett, will void the equipment warranty.
6. This warranty only applies to Bennett equipment installed in the United States of America and Canada.
7. Failure to pay the Bennett invoice within stated invoice terms, covering the respective Bennett equipment purchased under this limited warranty may, at Bennett's discretion, void this limited product warranty.

BENNETT PUMP COMPANY
BENNETT COMMERCIAL PUMP COMPANY
1218 E. Pontaluna Road
Spring Lake, MI 49456
Tel: 231-798-1310 Fax: 231-799-6202

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Bennett Model Number: 3811SNR-17-J-SS-P

Electronic RETAIL Remote Dispenser SPECIFICATIONS

1-Product, 1-Hose 24 GPM Max - Quantity: 2

1. Configuration Including Number of Products and Hoses. The dispenser shall have:
 - 1.1. Provision for dispensing one fuel product from one hose outlet.
 - 1.2. 1 product inlet connection of 1-1/2 inch NPT Pipe.
 - 1.3. 1 product outlet connection of 1 inch NPT including a removable 1 inch x 3/4 inch reducer bushing.
 - 1.4. One Side mounted nozzle boot (island oriented) to allow dispensing from either the front or rear island traffic lane.
 - 1.5. One volumetric positive displacement, piston style meter(s).
2. Performance. The dispenser shall have:
 - 2.1. A maximum(1) flow rate of twenty-four (24) gallons per minute (90 liters per minute).
 - 2.1.1. (1) Maximum Flow Rate is optimal rates during testing. Actual rates will vary depending upon installation conditions and accessories such as hoses, nozzles, swivels, etc. and choice of submerged pump horsepower rating.
3. Construction. The dispenser shall have:
 - 3.1. A bolted interlocking frame design for ease of frame repair.
 - 3.2. A corrosion resistant frame.
 - 3.3. Stainless steel top cover.
 - 3.4. Stainless steel side panels.
 - 3.5. Stainless steel hinged upper cabinet door.
 - 3.6. Hinged lower doors are stainless steel.
 - 3.7. Hinged lower and upper doors secured by two locks each.
 - 3.8. A rain channel diversion design and gasket seal around the door prevents rain or snow from entering the electronic enclosure.
 - 3.9. Removable product ID panels.
 - 3.10. Durable hose hanger hook on the side frame adjacent to each nozzle boot.
 - 3.11. Nominal dimensions as follows:
 - 3.11.1. Low hose style cabinet - 60"H x 30"W x 20"D.

Electronic RETAIL Remote Dispenser SPECIFICATIONS

1-Product, 1-Hose 24 GPM Max - Quantity: 2

4. Remote Dispenser Hydraulic System. The dispenser shall have:
 - 4.1. One diaphragm type shut-off control valve(s) for smooth hydraulic flow and prevention of fuel flow while the dispenser is in the "off" state.
 - 4.1.1. One inlet check valve(s) to prevent fuel flow backward at the dispenser inlet.
 - 4.1.2. One 35-micron replaceable paper filter(s).
 - 4.2. One volumetric, positive displacement piston meter(s). Each meter shall have:
 - 4.2.1. A design that relies upon the CPU and software to perform calibration adjustments electronically. The meter shall not have any mechanical means to alter the calibration setting performed by the CPU.
 - 4.2.2. The ability to measure in US Gallons.
 - 4.2.3. Accuracy of +/- 0.3% from 1.5 GPM (5 LPM) to 26 GPM (100 LPM).
 - 4.3. 3/4 inch 24 VDC solenoid valve
5. Electrical Power Requirements. The dispenser shall have:
 - 5.1. Provision to operate the electronic controls with nominal voltage of 115v 60Hz, 1 Phase with a tolerance of plus or minus 24% and a cycle range of 48 to 62 Hz.
6. Electronic Computer per Hose. The dispenser shall have:
 - 6.1. One electronic computer board per hose designed to be intrinsically safe for UL Class 1, Division 1 hazardous locations.
 - 6.1.1. Currency: US Dollars
 - 6.1.2. Single board design which includes the CPU, Power Supply, 1" high LCD Displays with backlighting for Money and Volume, 1/2" high LCD Display for Price-Per-Volume (PPV), Last Sale Recall LCD Battery Backup for 15 minutes minimum, Accumulative Hose Totals stored in non-volatile RAM memory for extended power outages, Electronic Meter Calibration, RS-485 Consumer Payment System communication interface, Electro-Mechanical Totalizer and wiring terminal strips for field wiring termination.
 - 6.1.3. One Auxiliary Display Board for Side 2 of the cabinet.
 - 6.1.4. Fifteen (15) minutes of Battery Backup display power during a VAC power loss to provide Last Sale Recall of money, volume and PPV amounts.

Electronic RETAIL Remote Dispenser SPECIFICATIONS

1-Product, 1-Hose 24 GPM Max - Quantity: 2

- 6.1.5. One intrinsically safe optical two channel pulser that is self monitoring to prevent product flow in the event of a malfunction. This pulser shall have provision to attach a wire seal to make it tamper-proof.
- 6.1.6. One Magnet Proximity Pump Handle Switch for positive on/off operation. This handle switch shall be electronically interlocked so that the transaction display resets to zero each time the switch is turned to the "On" position. The handle and nozzle boot assembly shall be constructed so that the nozzle cannot be replaced in the boot/cradle unless the handle switch is in the "Off" position.
- 6.1.7. The LCD displays must be backlit via high-intensity, long-life LED's for night and low light viewing conditions. The electronic computer board and auxiliary display board shall each have these backlit LCD displays:
 - 6.1.7.1. One 1" high LCD display for Money and Volume amounts.
 - 6.1.7.2. One 1" high LCD display for the Price-Per-Volume (PPV) amount. Both LCD displays shall have high contrast black characters.
- 6.1.8. Individual Sales Transaction display capability shall be:
 - 6.1.8.1. For Currency the display shall be six (6) digits maximum. By means of three (3) programmable decimal point locations, the money display can be either 9999.99 or 99999.9 or 999999 maximum.
 - 6.1.8.2. For Volume the display shall be six (6) digits maximum. For Gallons the display shall be 999.999 maximum. For Liters the display shall be 9,999.99 maximum.
 - 6.1.8.3. For Price-Per-Volume (PPV) the display shall be four (4) digits maximum. By means of four (4) programmable decimal point locations, the PPV display can be either 9.999 or 99.99 or 999.9 or 9999 maximum.
- 6.1.9. Accumulative, Non-resettable, Hose Totals display capability shall be:
 - 6.1.9.1. For Accumulative Money Totals the display shall be eleven (11) digits maximum. By means of three (3) programmable decimal point locations, the accumulative money totals can be either 999,999,999.99 or 9,999,999,999.9 or 99,999,999,999 maximum. A toggle switch on the board causes hose totals to be displayed. However, without opening the upper cabinet door, a magnet touched near the main LCD Display causes accumulative hose totals to be displayed and automatically sequence through money and volume values. These accumulative

Electronic RETAIL Remote Dispenser SPECIFICATIONS

1-Product, 1-Hose 24 GPM Max - Quantity: 2

totals are stored in non-volatile RAM memory and will not be reset during prolonged power outages.

- 6.1.9.2. For Accumulative Volume Totals the display shall be eleven (11) digits maximum. By means of two (2) programmable decimal point locations, the accumulative volume totals can be either 99,999,999.999 for US Gallons or 999,999,999.99 for Liters. A toggle switch on the board causes hose totals to be displayed. However, without opening the upper cabinet door, a magnet touched near the main LCD Display causes accumulative hose totals to be displayed and automatically sequence through volume and money values. These accumulative totals are stored in non-volatile RAM memory and will not be reset during prolonged power outages.
- 6.1.9.3. For Accumulative Volume Totals, a second method is included utilizing a non-resettable Electro-Mechanical Totalizer. This Totalizer must be visible from the main LCD Display window without opening the upper cabinet door.
- 6.1.10. Through software program settings via a Manager's Keypad, this fuel cabinet must provide:
 - 6.1.10.1. Stand-Alone Mode of Operation.
 - 6.1.10.2. Console Mode of Operation - either RS-485 or Current Loop to communicate to Consumer Payment and POS Systems.
 - 6.1.10.3. Suction Pump Motor Delay.
 - 6.1.10.4. Leak Detector 3 Second Pre-charge.
 - 6.1.10.5. Unit of Measure - establishes either US Gallons, Liters or Imperial Gallons as the unit of measure to be used.
 - 6.1.10.6. Volume Allocation Limit - restricts maximum volume limit on a per transaction basis.
 - 6.1.10.7. Local Preset Programming - For fuel cabinets equipped with the optional Local Preset feature, allows the customer to pick a pre-programmed money or volume value.
 - 6.1.10.8. Set Slow Flow Shut-off Point - For POS Prepay sales or optional Local Preset capability, allows slow down point to be set as a Manager programming function.

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- 6.1.10.9. No Flow Time Out Limit - Set as a Manager programming function, allows time period to be set between 0 and 999 seconds before terminating a sale transaction due to no pulses detected.
- 6.1.10.10. Set as a Manager programming function in Stand-Alone Mode of Operation only, set a Price-Per-Volume (PPV) value for computing the sales money to be collected.
- 6.1.10.11. Set as a Manager programming function, allows changing of Manager's password code number.
- 6.1.10.12. Set fuel cabinet address - allows for addressing multiple fuel cabinets on a single communication loop.
- 6.1.10.13. Provide two levels of fuel cabinet built-in troubleshooting diagnostics: (1)Automatic diagnosis of common component failures and automatically display an error code number on the LCD displays. (2)Service technician access to diagnostic counters holding key fuel cabinet performance and operational code numbers.
- 6.1.11. Electronic Calibration of the meter setting and shall provide a physical switch to access the electronic calibration mode. This switch shall have a security provision to attach a seal wire.
- 6.1.12. Capability to operate in temperatures ranging from -30C to +50C at 95% non-condensing humidity without heaters or cooling fans.
- 6.1.13. For communicating to Consumer Payment (POS) Systems that have not developed either an RS-485 communication interface or a current loop communication interface to this fuel cabinet, one (1) optional Pulse Output Board can "control and communicate" for two fuel cabinet hoses by generating analog voltage levels that electronically "mimic" the original Veeder-Root register specification protocol. Note: This optional Pulse Output Board is only required when the Consumer Payment (POS) System does not have an RS-485 interface or a current loop interface to this fuel cabinet.

7. Fuel Compatibility. The dispenser shall have:

7.1. Compatibility with standard motor fuels as defined:

7.1.1. Product 1: Unleaded gasolines containing less than 10% Alcohol blends.

7.2. Product ID panels to read:

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7.2.1. Product ID Panel 1:

7.2.1.1. Label: UNLEADED PLUS

7.2.1.2. Foreground Color: white

7.2.1.3. Background Color: blue

8. Approvals. The dispenser shall have:

8.1. Underwriters Laboratories listing for the use for which it is intended. The U.L. label shall be permanently affixed to the side of the pump.

8.2. N. T. E. P. Certificate of Conformance for the use for which it is intended available upon request.

9. Options. The dispenser shall include the following options:

9.1. 1 optional Pulse Output Board(s). Each Pulse Output Board can handle up to two fueling hoses. The Pulse Output Board electronically generates the identical "original specification" voltage signals of the Veeder-Root register for communication to an external device.

9.2. Inclusion of an explosion proof lower cabinet junction box. Wiring from junction box to upper cabinet area furnished and installed by others.

9.3. This electronic fuel cabinet includes the factory installed optional capability of a Pulse Output Board located in the upper electronics area for communication to a Other Fleet Fueling Supplier - Default Model that DOES NOT have an RS-485 interface or current loop interface to this electronic fuel cabinet. This Pulse Output Board option offers a maximum two (2) Hose capability. Additionally, this Pulse Output Board provides two (2) channels of pulse output per Hose, for a maximum of 4 channels per board. This Pulse Output Board can "control and communicate" to a Other Fleet Fueling Supplier - Default Model by generating analog voltage levels that electronically "mimic" the original Veeder-Root register specification protocol for pump handle signal, pulse output signal and control of motor/valves. A second conduit stub, nuts and washers are provided to isolate this communication wiring to the Other Fleet Fueling Supplier - Default Model, if required. This Pulse Output Board provides termination points for ALL EXTERNAL FIELD WIRING. ALL EXTERNAL FIELD WIRING that is required to and from the building to this fuel cabinet and the Other Fleet Fueling Supplier - Default Model are to be furnished and installed by, and are the responsibility of, the installing contractor. See Section 10 titled "Equipment and Services Furnished and Installed by Others" for additional details concerning the Other Fleet Fueling Supplier - Default Model capability. Check with Other Fleet Fueling Supplier - Default Model for more information on proper installation requirements.

9.4. The Other Fleet Fueling Supplier - Default Model communicates to this electronic fuel cabinet's CPU board for fuel control via the factory installed optional Pulse

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1-Product, 1-Hose 24 GPM Max - Quantity: 2

Output Board. However, the Other Fleet Fueling Supplier - Default Model may have multiple optional methods, some of which may be RF, WiFi and hard-wire connection, for communication INTO the customer's main office accounting computer system.

It is the responsibility of the installing contractor to determine which Other Fleet Fueling Supplier - Default Model communication method has been specified and ordered for this particular project. ALL EXTERNAL FIELD wiring that is required from the building to this electronic fuel cabinet and the Other Fleet Fueling Supplier - Default Model are to be furnished and installed by, and are the responsibility of, the installing contractor. See Section 10 titled "Equipment and Services Furnished and Installed by Others" for additional details concerning the Other Fleet Fueling Supplier - Default Model capability. Check with Other Fleet Fueling Supplier - Default Model for more on this system's installation requirements.

9.5. Second conduit for isolating communication to a peripheral device.

9.6. Super Stainless Steel Package

10. Equipment and Services Furnished and Installed by Others

10.1. This electronic fuel cabinet includes the factory installed optional capability of a Pulse Output Board located in the upper electronics area for communication to a Other Fleet Fueling Supplier - Default Model that DOES NOT have an RS-485 interface or current loop interface to this electronic fuel cabinet. This Pulse Output Board option offers a maximum capability of two (2) Hoses. Additionally, this Pulse Output Board provides two (2) channels of pulse output per Hose, for a maximum of 4 channels per board. This Pulse Output Board can "control and communicate" to a Other Fleet Fueling Supplier - Default Model by generating analog voltage levels that electronically "mimic" the original Veeder-Root register specification protocol for pump handle signal, pulse output signal and control of motor/valves. A second conduit stub, nuts and washers are provided to isolate this communication wiring to the Other Fleet Fueling Supplier - Default Model, if required. This Pulse Output Board provides termination points for ALL EXTERNAL FIELD WIRING. ALL EXTERNAL FIELD WIRING that is required to and from the building to this fuel cabinet and the Other Fleet Fueling Supplier - Default Model are to be furnished and installed by, and are the responsibility of, the installing contractor. Check with Other Fleet Fueling Supplier - Default Model for more information on proper installation requirements.

10.2. The Other Fleet Fueling Supplier - Default Model communicates to this electronic fuel cabinet's CPU board for fuel control via the factory installed optional Pulse Output Board. However, the Other Fleet Fueling Supplier - Default Model may have multiple optional methods, some of which may be RF, WiFi and hard-wire connection, for communication INTO the customer's main office accounting computer system. It is the responsibility of the installing contractor to determine which Other Fleet Fueling Supplier - Default Model communication method has been specified and ordered for this particular project. ALL EXTERNAL FIELD wiring that is required from the building to this electronic fuel cabinet and the Other Fleet Fueling Supplier - Default Model are to be furnished and installed by, and are the responsibility of, the installing contractor. Check with Other

Electronic RETAIL Remote Dispenser SPECIFICATIONS

1-Product, 1-Hose 24 GPM Max - Quantity: 2

Fleet Fueling Supplier - Default Model for more on this system' s installation requirements.

Bennett Startup Policy Statement:

The fueling cabinet(s) shall be installed according to Bennett Pump Company installation instructions. An Installation/Start-up Audit Site Inspection shall be performed by a person certified by Bennett Pump Company. The installer/contractor shall furnish a copy of the Installation/Start-up Audit Report to the buyer and to Bennett Pump Company to properly register this site for warranty purposes. This documentation gives the buyer certain privileges under the Bennett Pump Company limited warranty policy.

Bennett Limited Warranty for Products Installed in the United States

Bennett Pump Company or Bennett Commercial Pump Company guarantees new Service Station Equipment manufactured by Bennett against defects in material or workmanship during the warranty period in accordance with the provisions stated below:

- For this limited warranty to apply, the dispenser(s) must be installed according to the manufacturer's published installation instructions (shipped with each dispenser or available upon request). An installation audit must be performed by a person certified by the manufacturer to ensure that the installation conforms to Bennett's installation instructions. A copy of the installation audit report must be furnished to the buyer and the manufacturer within 14 days of installation.
- Warranty service must be performed by the nearest Bennett Authorized Service Representative qualified to perform service on the defective equipment. Only Authorized and Certified Service Representatives are allowed to perform warranty service. Use of service personnel other than qualified Bennett Service Representatives without prior approval by Bennett Pump Company will void payment of any warranty claims.
- Labor and travel costs incurred while servicing Bennett equipment will be paid at previously contracted rates subject to published standard repair time allowances to qualified Bennett Service Representatives with travel cost limited to 200 miles. Travel cost shall be limited to 4 hours round trip.
- Bennett equipment has been installed according to the manufacturer's instructions and diagrams.
- During the warranty period, Bennett Pump Company will, at its option, repair or replace defective parts returned to its factory, transportation charges prepaid.
- The manufacturer reserves the right to make changes in the design or to make additions or improvements with respect to its products without incurring any obligation to modify or install same on previously manufactured products.

Pumps and Dispensers - 1000 and 2300/2400 Series

Warranty on parts, labor, and travel is 24 months from date of installation or 30 months from date of Bennett's original invoice, whichever comes first. An exception is any printer or printer driver board used in a pump or dispenser. For printers and driver boards: parts, labor, and mileage warranty coverage is for 12 months from the date of installation not to exceed 18 months from date of Bennett's original invoice.

This warranty excludes nozzles, hoses and fittings, hose retractor, filters, belt adjustments, paper jams, light bulbs, or any leaks after the installation start-up and audit. Minor adjustments such as meter calibration, pulser adjustments, and handle switch adjustments, customer specified items manufactured by others, and customer requested reprogramming of equipment are not covered by warranty.

Pumps and Dispensers - All Other Models

Warranty on parts, labor, and travel is 12 months from date of installation or 18 months from date of Bennett's original invoice, whichever comes first.

This warranty excludes nozzles, hoses and fitting, hose retractor, filters, belt adjustments, paper jams or light bulbs. Minor adjustments such as meter calibration, pulser adjustments, and handle switch adjustments, customer specified items manufactured by others, and customer requested reprogramming of equipment are not covered by warranty.

Field Retrofitted Card Acceptor or Cash Acceptor

The field retrofit assembly is warranted for parts only for 12 months from date of installation or 18 months from date of original invoice, whichever comes first, except the receipt printer and driver board which is warranted for parts for ninety (90) days from the date of installation or 180 days from original invoice, whichever comes first.

Consumable Items such as receipt paper are not warranted. The use of receipt paper not specified by Bennett will void the printer assembly warranty.

Model 515 Pump Controllers

Warranty on parts, labor and travel is 12 months from the date of installation or 18 months from the date of original invoice, whichever comes first.

Software

Bennett Pump Company warrants Bennett products and software packages, whose operation is controlled by Bennett designed and developed software, shall be free of material defects and conform to current Bennett specifications for a period of ninety (90) days from the date of original invoice. Bennett shall use its best effort to correct such defects and to supply to purchaser at Bennett's expense, a corrected version within a reasonable time after purchaser notifies Bennett in writing of any defects and provides the programs and instructions required to reproduce the claimed defect.

This would not cover any modification to the program, the Bennett product, and/or connection to unapproved equipment made by any person or any defect caused by such modifications/connections.

Upgrade Kits

Bennett offers kits which are installed at the purchaser's option to enhance operating features of an existing Bennett product. These upgrade kits are warranted for parts only for ninety (90) days from date of installation or 12 months from date of original invoice, whichever comes first. This warranty

applies to kit components only. The warranty status of the remainder of the product is unchanged.

Spare Parts

For equipment under warranty: The warranty period for all spare parts replaced is the remainder of the original warranty. Spare Parts are warranted for the value of the parts only (no labor, mileage, or other charges).

For equipment not under warranty: The warranty period is 90 days from the date of invoice to the end user, or 12 months from the date of original invoice, whichever comes first. Spare Parts are warranted for the value of the parts only (no labor, mileage, or other charges).

General Exclusions

1. Warranty does not apply to any product which has been altered, subjected to unusual physical or electrical stress, an Act of God, damaged by accident, tampered with, or subjected to misuse or abuse including substituting parts or accessories from other manufacturers without the written consent of Bennett Pump Company. The above warranties shall not exist if the original identification marks have been removed or altered.
2. Bennett makes no warranty with respect to the Bennett equipment or Bennett's performance of services under this agreement, express or implied, and Bennett hereby disclaims the implied warranties of merchantability and fitness for a particular purpose.
3. In no event shall Bennett be liable for any loss of profits, loss of use, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance, use or failure of the Bennett equipment, software or services acquired from Bennett, the distributor or the user, whether alleged as a breach of contract or tortious conduct, including negligence. Bennett's liability hereunder for damages shall not, in any event, exceed the amounts paid by the buyer to Bennett for equipment, software or services as to which the claim arose.
4. No action arising out of any claimed breach of the Warranty Agreement or transaction under this Warranty Agreement may be brought by either party more than two (2) years after the cause of action has accrued.
5. Use of non-Bennett replacement parts, unless specified by Bennett, will void the equipment warranty.
6. This warranty only applies to Bennett equipment installed in the United States of America and Canada.
7. Failure to pay the Bennett invoice within stated invoice terms, covering the respective Bennett equipment purchased under this limited warranty may, at Bennett's discretion, void this limited product warranty.

BENNETT PUMP COMPANY
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