ITB 18-014
CITY FUEL SUPPLY

PREPARED BY:

FLEET MANAGEMENT
CITY OF KEY WEST

Table of Contents

PART 1 BIDDING REQUIREMENTS

Information to Bidders
Invitation to Bid
Instruction to Bidders
City of Key West Licenses, Permits and Fees
Bid Form
Non-Collusion Affidavit
Anti-Kickback Affidavit
Public Entities Crimes Form
Indemnification Form
Domestic Partner Equal Benefits Affidavit
Cone of Silence Affidavit
General Insurance Requirements
Bid Response Form A
Bid Response Form B
Bid Response Form C
Bid Response Form D

PART 2 SCOPE OF WORK

PART 3 CONDITIONS OF THE CONTRACT

General Conditions

PART 4 CONTRACT FORMS

Contract
Notice of Award
Notice to Proceed

PART 1

BIDDING REQUIREMENTS

Information to Bidders

Bid Number:	ITB 18-014
Bid Title:	City Fuel Supply
Issue Date:	March 14, 2018
Mail Bids to:	City Clerk City of Key West 1300 White Street Key West, FL 33040
Bid Opening Date	April 11, 2018
Bid Opening Time:	3:00 PM EDT
Contract Duration:	5 years
Bid Writer:	David Sermak Central Purchasing Agent City of Key West

Invitation to Bid

Pursuant to the City of Key West Code of Ordinances Section 2-770: Invitation to Bid (ITB), the City of Key West is soliciting competitive sealed bids for the CITY FUEL SUPPLY, ITB No.18-014.

Sealed bids addressed to the City of Key West for ITB # 18-014 CITY FUEL SUPPLY will be received at the City Clerk, City of Key West, Florida until 3:00 PM EDT on April 11, 2018 and then will be publicly opened and read. Any bids received after the time and date specified will considered non-responsive.

The Invitation to Bid consists of supplying and delivering the following fuels to the City of Key West:

- 90 OCTANE NON-ETHANOL, UNLEADED GASOLINE
- NO. 2 ULTRA LOW SULFUR DIESEL (DYED)
- 87 OCTANE UNLEADED GASOLINE (MAX 10% ETHANOL BLEND)
- B-10 DIESEL BLENDED ULTRA LOW SULFUR

Specifications may be obtained from DemandStar . If necessary, DemandStar may be contacted at www.demandstar.com or call 1.800.711.1712.

Each bid must be submitted in the prescribed forms.

One (1) original document and two (2) digital copies in .pdf format on USB thumb drives are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB 18-014: CITY FUEL SUPPLY", and addressed to the City Clerk.

Within ten (10) calendar days after Notice of Award, the successful Bidder will also be required to furnish documentation that he/she is in compliance with licensing requirements of the State of Florida and the provisions of Chapter 66 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he/she can enter into the agreement contained in the Contract Documents. Specifically, within ten (10) calendar days after Notice of Award, the successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Bidder to perform the work stated herein.

B. A valid Business Tax Receipt issued by the City of Key West.

All insurance contracts, and certificates of insurance shall be executed by or countersigned by a licensed resident agent of the insurance company having his/her place of business in the State of Florida and in all ways complying with the insurance laws of the State of Florida. Further, the said insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as necessary to determine the performance record and ability of the apparent lowest, qualified Bidder to perform the size and type of work specified under this Contract.

Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information of the proposed work, contact John Fallon, Fleet Manager telephone 305.809.3904 or email jfallon@cityofkeywest-fl.gov.

Award may be in aggregate, or by line item, or by group, whichever is determined to be in the best interest of the Owner. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Key West.

The Owner also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in the bids, and minor irregularities in the bidding process. The Owner also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis or such combination as shall best serve the interest of the City of Key West.

Dated the 08 day of MARCH 2018.

CITY OF KEY WEST FLORIDA

BY: JK Scholl

JAMES SCHOLL, City Manager
or Authorized Representative

Instruction to Bidders

1. Document Interpretation

   The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonable required to the execution of the proposed work.

   Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Fleet Manager, in writing, at least ten (10) calendar days prior to the bid opening, an interpretation thereof. Any interpretation or change of said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered Bidders of the Contract Documents. Bidders shall submit with their bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretation of said Documents.

2. General Description of the Project

   A general description of the work to be done is contained in the ITB and the scope is specified in applicable parts of the Contract Documents.

3. Qualifications of the Contractors

   The prospective Bidders must meet the statutorily prescribed requirements before award of the Contract by the Owner.

   Bidders must hold or obtain all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances to bid and perform the work specified herein.

4. Bidder's Understanding

   Each Bidder must inform himself/herself of the conditions relating to the execution of the work, and will make himself/herself thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

   Each Bidder shall inform himself/herself of, and the Bidder awarded a Contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but not limited to, applicable regulations concerning minimum wage rates, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

5. Type of Bid

A. Unit Price

The bid for work is to be submitted on a unit price basis, to be listed as an amount charged over rack rate at the specified port of the day of pickup/delivery. Rack rate receipt will be required for each delivery. The bid should include a rack rate ticket for the proceeding thirty (30) days of the bid.

B. Preparation of Bids

General

All blank spaces in the Bid form must be filled in as required, in BLACK INK. No changes shall be made in the phraseology of the forms.

Any Bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced bids as requested in the breakdown of bids.

Only one (1) bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

Signature

The Bidder shall sign his/her bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the notarized signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is in partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership, a notarized power of attorney must be on file with the Owner prior to opening of bids or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

Special Bidding Requirements

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS and LICENSES, as set forth in the General Conditions.

Attachments

Bidder shall complete and submit the following forms with the Bid:

i. Bid Form
ii. Non-Collusion Affidavit
iii. Anti-Kickback Affidavit
iv. Public Entity Crime Form
v. Indemnification Form
vi. Domestic Partner Equal Benefits Affidavit
vii. Cone of Silence Affidavit

Additionally, the Bidder shall include a description of any previous or existing legal against the Bidder with the past five (5) years.

6. State and Local Use Sales Tax

Unless the Supplementary Conditions contains a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualifications of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all non-exempt sales and use taxes, unless provision is made in the bid form to separately itemize the tax.

7. Submission of Bids

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided here within. Each Bid must be submitted in two (2) sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions of the ITB. One (1) original document and two (2) digital copies in .pdf format on USB thumb drives are to be submitted.

8. Modifications or Withdrawal of Bids

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving the Bids at the place designated for the receipt of Bids. Such notice, shall be in writing over the signature of the Bidder or by telephone, fax or email. If by telephone, fax or email written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as to not reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 10, AWARD OF CONTRACT, in these Instruction to Bidders shall have elapsed.

9. Award of Contract

Within sixty (60) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written Notice of Award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest responsive, qualified Bidder. Such award, if made, will be made with sixty (60) calendar days after the opening of the Bids.

At the time of the award, the successful Bidder must show satisfactory documentation of each State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney and Risk Manager as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The owner reserves the right to reject and and/or all bids because of irregularities or informalities in any or all bids, and to accept any bid that the CITY to be in the best interest of the Owner.

10 Basis of Award

The Owner based of that Bid will make the award from the lowest, responsive, responsible Bidder that in the Owner's sole and absolute judgement will serve the best interest of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

11 Execution of Contract

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signatures by both parties constitutes execution of the Contract.

12 Licenses, Permits and Fees

The successful Bidder is responsible for obtaining and paying for all licenses, permits, inspections and fees required to perform the work as stated in this section of the Bid Document.

Bid Form

*Notice to Bidder: Use BLACK ink for completing this form.

To:	City Clerk, City of Key West
Address;	1300 White Street Key West FL 33040
Project Number:	ITB 18-014
Project Title:	City Fuel Supply

Bidder's Information:

Name: _____

Address: _____

_____

_____

Contact Name: _____

Email: _____

Telephone: _____

Bidder's Declaration and Understanding

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any persons or parties submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents, that he/she has satisfied himself/herself as to the quantities involved, conditions of the work involved and said quantities as included herein, is brief and only intended to indicate the general nature of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgement regarding the interpretation of job conditions and has utilized data, which he/she believes pertinent from the Project Manager, Owner and other sources in arriving at his/her conclusions.

Contract Execution and Bonds

The Bidder agrees that if the Bid is accepted he/she will with ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his/her Bid, furnish all equipment, materials and labor necessary to complete all work as specified or indicated in the Contract Documents.

Certificate of Insurance

Bidder agrees to furnish the Owner, before commencing, the certificates of insurance as specified in these Documents.

Period of Contract

Contract period shall be for five (5) years.

Addenda

The Bidder hereby acknowledges that he/she has received Addenda No's:

_____, _____, _____, _____, _____, _____.

(Bidder shall insert No. of each addenda received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his/her Bid(s) includes all impacts resulting from said addenda.

Sales and Use Taxes
The Bidder agrees that all federal, state and local sales and use taxes are included in the stated bid prices of the fuel delivery.

If Sole Proprietor or Partnership

IN WITNESS, hereto the undersigned has set his (its) hand this _____ day of _____ 2018.

_____
Signature of Proposer

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2018.

(SEAL)

_____
Name of Corporation

By _____

Title _____

Attest_____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2018.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

* * * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for _____

_____

2. This sworn statement is submitted by_____
(name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or
affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

_____ Who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____day of _____ , 20___.

My commission expires:

_____
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____ SEAL:

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:_____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

* * * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * * *

General Insurance Requirements

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified below. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the provisions stated below.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the City as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's Insurance policies.

The Contractor shall provide, to the Owner, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
  or
- A Certified copy of the actual insurance policy.

The Owner, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the Owner by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The City of Key West, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

In carrying out any of the Provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

Specific Insurance Requirements

Commercial General Liability

Prior to the commencement of work governed by this contract, the Contractor shall obtain Commercial General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the Owner.

Business Automobile Liability

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Commercial Business Automobile Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$2,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$1,000,000 per Person
$2,000,000 per Occurrence
$ 100,000 Property Damage

In accordance with the provisions of the Motor Carrier Act of 1980, the Contractor's policy must be endorsed with an MCS90 endorsement.

Workers' Compensation and Employers Liability

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable Workers' Compensation state statutes and the requirements of Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease, policy limits
$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Environmental/Pollution Liability Insurance

The Contractor shall be required to obtain and maintain Environmental/Pollution Liability coverage that will respond to claims alleging bodily injury, property damage and/or the contamination of the air, water or ground. In addition, the policy shall provide on-site remediation and clean up coverage that will extend coverage for the cost of remediating property owned or operated by the City. The minimum limits of liability will be $2,000,000.

Bid Response Form A
ITB 18-014
90 Octane Non-Ethanol Unleaded Fuel

To furnish and deliver Supreme 90 Octane Non-Ethanol Unleaded Gasoline to the City of Key West Bight 201 William Street Key West FL.

Florida Sales Taxes are Exempt per Consumer's Certificate of Exemption 85-8012621608C-5

All other taxes and fees are to be excluded in the Bid.

Bidder must specify brand of fuel.

The City of Key West does not wish to accept any Brand Affiliated Credit Cards

Freight and margin to Key West Bight, 201 William St Key West FL:

$ _____ OVER RACK RATE FROM PORT EVERGLADES.

Attached history trend of rack prices at Port Everglades (required)

Please attach a notarized copy of Posting.

Awarded Bidder will be responsible for Branding of fuel dispensers and Branding of main fuel sign on the dock.

Bid Response Form B
ITB 18-014
No. 2 Ultra Low Sulfur Diesel Dyed

To furnish and deliver No 2 Ultra Low Sulfur Diesel Dyed fuel to the City of Key West Bight 201 William Street Key West FL.

Florida Sales Taxes are Exempt per Consumer's Certificate of Exemption 85-8012621608C-5

All other taxes and fees are to be excluded in the Bid.

Bidder must specify brand of fuel.

The City of Key West does not wish to accept any Brand Affiliated Credit Cards

Freight and margin to Key West Bight, 201 William St Key West FL:

$ _____ OVER RACK RATE FROM PORT EVERGLADES.

Attached history trend of rack prices at Port Everglades (required)

Please attach a notarized copy of Posting.

Awarded Bidder will be responsible for Branding of fuel dispensers and Branding of main fuel sign on the dock.

Bid Response Form C
ITB 18-014
87 Octane Unleaded Gasoline (Max 10% Ethanol Blend)

To furnish and deliver 87 Octane Unleaded Gasoline (max 10% Ethanol Blend) to City of Key West Fleet Management 627 Palm Ave. Key West FL

Florida Sales Taxes are Exempt per Consumer's Certificate of Exemption 85-8012621608C-5

All other taxes and fees are to be excluded in the Bid.

Bidder must specify brand of fuel.

The City of Key West does not wish to accept any Brand Affiliated Credit Cards

Freight and margin to Key West Fleet Management 627 Palm Ave. Key West FL

$ _____ OVER RACK RATE FROM PORT EVERGLADES.

Attached history trend of rack prices at Port Everglades (required)

Please attach a notarized copy of Posting.

Awarded Bidder will be responsible for Branding of fuel dispensers and Branding of main fuel sign on the dock.

Bid Response Form D
ITB 18-014
B-20 Bio Diesel Blended Ultra Low Sulfur

To furnish and deliver B-20 Diesel Blended Ultra Low Sulfur fuel to City of Key West Department of Transportation 5701 College Rd. Key West FL

Florida Sales Taxes are Exempt per Consumer's Certificate of Exemption 85-8012621608C-5

All other taxes and fees are to be excluded in the Bid.

Bidder must specify brand of fuel.

The City of Key West does not wish to accept any Brand Affiliated Credit Cards

Freight and margin to City of Key West Department of Transportation 5701 College Rd. Key West FL

$ _____ OVER RACK RATE FROM PORT EVERGLADES.

Attached history trend of rack prices at Port Everglades (required)

Please attach a notarized copy of Posting.

Awarded Bidder will be responsible for Branding of fuel dispensers and Branding of main fuel sign on the dock.

PART 2

SCOPE OF WORK

Scope of work

General

Specifications cover the Furnishing and Delivery of the fuels and quantities listed below under annual quantity.

Period of Contract

Contract period shall be for five (5) years with the City of Key West.

Annual Quantity

Key West Fleet Facility, 627 Palm Ave. Key West, FL

87 Octane Gasoline (Max 10% Ethanol Blend)	Approximately 120,000 gallons

Key West Bight, 201 William St. Key West, FL

90 Octane Gasoline (Non-Ethanol)	Approximately 100,000 gallons
Ultra-Low Sulfur Diesel (Dyed)	Approximately 350,000 gallons

Key West Bight Ferry Terminal, 100 Grinnell St. Key West, FL

Ultra-Low Sulfur Diesel (Dyed)	Approximately 350,000 gallons

Key West Department of Transportation, 5701 College Rd. Key West, FL

B-20 Bio-Diesel Blended Ultra-Low Sulfur	Approximately 350,000 gallons

*The above quantity is only an estimate, no guaranteed quantities will be made.

Storage Facilities

Key West Fleet Facility, 627 Palm Ave. Key West, FL

87 Octane	One (1) 12,000 gallon above ground storage tank
Dyed Diesel	One (1) 1,000 gallon above ground storage tank

Key West Bight, 201 William St. Key West, FL

Dyed Diesel	One (1) 20,000 gallon above ground storage tank
90 Octane	One (1) 10,000 gallon above ground storage tank

Key West Bight Ferry Terminal, 100 Grinnell St. Key West, FL

Dyed Diesel	One (1) 20,000 gallon below ground storage tank

Key West Department of Transportation, 5701 College Rd. Key West, FL

Undyed Diesel	One (1) 15,000 gallon above ground storage tank

Delivery

The seller will provide deliveries in such quantities as needed within a twenty-four (24) hours of order placement. Successful bidder will be responsible for all hoses, connectors, etc. required to perform delivery.

Payment

Seller shall submit invoices to the City of Key West, P O Box 1409 Key West, FL 33041-1409.

The City of Key West complies with the State of Florida Prompt Payment Act and will normally provide payment of such invoices 45 days from receipt.

Posted Rack Price

Bidders are required to provide history trend "Rack Price" for the 31-day period of January 1, 2018 to January 31, 2018 from the fuel port at Port Everglades, FL. This will be the port used to reference of rack prices and delivery fees.

The successful bidder will be required to submit, with all invoices, a copy of the Port Everglades Terminal Price in effect at the time of delivery.

PART 3

CONDITIONS OF THE CONTRACT

General Conditions
City of Key West

1. Preparation of Bids:

   Bids will be prepared in accordance with the following:

   a. The enclosed Bid Response Form is to be used, other forms will be rejected.
   b. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
   c. Bid delivery time must be shown and shall include Sundays and holidays.
   d. Bidder shall thoroughly examine the specifications, instructions and all other contract documents.
   e. All bids shall be submitted as one (1) original plus two (2) digital copies in .pdf format on a USB drive.
   f. Bidders are advised that all City of Key West contracts are subject to all legal requirements provided in City ordinances and/or State and Federal Statutes.

2. Description of Supplies:

   a. Any manufacturer's name, trade name, brand name or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets the quality of the specifications for any item.

3. Local, State and Federal Compliance Requirements:

   a. Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bed and subsequent contract(s) including, but not limited to:

      1. Equal Employment Opportunity (EEO) in compliance with Executive Order 11246, as applicable to this contract.
      2. Minority Business Enterprises (MBE), as applicable to this contract.
      3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

4. Variance in Conditions:

    a. All special conditions and specifications attached hereto, which vary from General Conditions shall have preference.

5. Appropriations Clause:

    a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such proposed in the City's annual budget and for the next succeeding fiscal year.

6. Clarification or Objection to Bid Specifications:

    a. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Finance Director on or before five (5) calendar days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. Such addendum will be made available through the DemandStar website at www.demandstar.com and posted on the City of Key West website at www.cityofkeywest-fl.gov. The City will not be responsible for any other explanation or interpretation of the proposal bid made or given prior to the award of the contract. Any objection to the specifications or requirements as set forth in the bid must be filed, in writing, with the Finance Director on or before five (5) calendar days prior to the scheduled opening.

7. Discounts:

    a. Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
    b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of check.

8. Award of Contract

a. If two (2) or more bids received are for the same total amount or item price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
b. Prices quoted must be FOB Key West, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
c. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.

9. Local Preference:

a. Pursuant to City Code 2-798(b) the City of Key West policy of local business enterprise preference is applied to bids submitted by qualified local businesses.

10. Damage:

a. Successful bidder(s) will be responsible for marking, any and all, claims against carriers for missing or damaged items.

11. Travel and Reimbursable Out of Pocket Expenses:

a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers, employees and authorized persons) will be followed.

PART 4

CONTRACT FORMS

Contract

This Contract, made and entered into this _____ day of _____ 2018 by and between the City of Key West, hereafter called the "Owner, and _____ of _____ hereafter called the "Contractor".

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor and all appliances, machinery and appurtenances for ITB # 18-014 City Fuel Supply, to the extent of the Bid made by the Contractor: dated this _____ day of _____ 2018, all in full compliance with the Contract Documents referred to herein: BIDDING REQUIREMENTS, SCOPE OF WORK, CONDITIONS OF THE CONTRACT, CONTRACT FORMS, which consists of City Fuel Supply are referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in the Contract Documents, the Owner Agrees to pay to the Contractor the amount in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees that the Contract period shall be for five (5) years. The Contract shall begin on the date the Contract was entered into.

Any action brought to recover damages or otherwise enforce this agreement shall be brought in Monroe County, Florida. In any such action, the prevailing party shall be entitled to reasonable attorney fees at all trial and appellate levels. Nothing herein shall be construed as waiving the City's rights of Sovereign Immunity pursuant to Section 768.28 Florida Statutes.

IN WITNESS WHEREOF, we do the parties hereto, each herewith subscribe the same, this _____ day of _____ 2018.

Attest:

_____
Cheryl Smith, City Clerk

By:

_____
James Scholl, City Manager

Contractor: _____

By: _____

Print Name: _____

Title: _____

Witness: _____

Print Name: _____

Notice of Award

Date: _____

Company: _____

Attention: _____

Address: _____

City, State, ZIP _____

Project: ITB # 18-014: City Fuel Supply

Dear _____:

At a meeting of the City of Key West City Commission held on _____, 2018 your firm _____ was awarded the contract for City Fuel Supply.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and/or corporate seals, etc. where necessary and return to this office with ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents: an original and two (2) copied are acceptable.

If you have additional questions please do not hesitate to call me at 305.809.3819

Sincerely,

David Sermak
Central Purchasing Agent
City of Key West