



**THE CITY OF KEY WEST**  
Post Office Box 1409  
Key West, FL 33041

December 14, 2012

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation To Bid (ITB), the City of Key West is soliciting competitive sealed bids for the FUEL SUPPLY: ITB NO: 13-005 This package contains the following documents.

- a. Cover letter
- b. Bidding Requirements
- c. Contract Forms
- d. Conditions of Contract
- e. Scope of Work

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Eduardo Herrera, City of Key West Fleet Manager at (305) 809-3905 with questions concerning the project.

Firms/corporations submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, a description of any previous or existing legal action against the Bidder within the past five (5) years and provide the City of Key West with a Hold Harmless Indemnification that, among other things, recognizes the hazardous nature of materials.

# **CONTRACT DOCUMENTS**

**FOR**

## **FUEL SUPPLY**

CONSISTING OF:

BIDDING REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
SCOPE OF WORK

ITB PROJECT #: 13-005

PREPARED BY:

THE CITY OF KEY WEST  
FLEET / COMMUNITY SERVICES  
KEY WEST, FLORIDA

December 14, 2012

## **TABLE OF CONTENTS**

### **PART 1: BIDDING REQUIREMENTS**

Information to Bidders  
Invitation to Bid  
Instructions to Bidders  
City of Key West Licenses, Permits, and Fees  
Public Entities Crime Form  
Anti – Kickback Affidavit  
Equal Benefits for Domestic Partners Affidavit

### **PART 2 CONTRACT FORMS**

Notice of Award  
Contract  
Notice to Proceed

### **PART 3 CONDITIONS OF THE CONTRACT**

General Conditions

### **PART 4 SCOPE OF WORK**

# **PART 1**

## **BIDDING REQUIREMENTS**

**INFORMATION TO BIDDERS**

SUBJECT: INVITATION TO BID NO. 13-005: FUEL SUPPLY

ISSUE DATE: DECEMBER 14<sup>th</sup>, 2012

PRE BID CONFERENCE: NA

MAIL BIDS TO: CITY CLERK  
CITY OF KEY WEST  
3126 FLAGLER AVE  
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE  
RECEIVED: DECEMBER 26<sup>th</sup>, 2012

NOT LATER THAN: 3:00 P.M. LOCAL TIME

SUE SNIDER  
PURCHASING AGENT  
CITY OF KEY WEST

## INVITATION TO BID

Sealed Bids addressed to the City of Key West, for the ITB# 13-005: FUEL SUPPLY will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on December 26<sup>th</sup>, 2012 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project contemplated 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-20 BIO DIESEL BLENDED ULTRA LOW SULFUR

Specifications may be obtained from DemandStar by Onvia. Please contact DemandStar at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms.

One (1) original and eight (8) copies of the bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB 13-005: FUEL SUPPLY", and addressed to the City Clerk.

Within ten (10) calendar days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he/she is in compliance with the licensing requirements of the state and that 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 the 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 Contractor to perform the work stated herein.
- B. A valid Occupational License issued by the City of Key West.

All, insurance contracts, and certificates of insurance shall be either 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 is 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 Eduardo Herrera, Fleet Manager, telephone (305)-809-3905, cell phone (305) 304-4030, email: eherrera@keywestcity.com.

The CITY may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bidder does not strictly conform to the law or is non-responsive to bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities to any bid.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

CITY OF KEY WEST, FLORIDA

BY: \_\_\_\_\_  
BOGDAN VITAS, City Manager  
or Authorized Representative

## **INSTRUCTIONS TO BIDDERS**

### **1. CONTRACT DOCUMENTS** **FORMAT**

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

#### **DOCUMENT INTERPRETATION**

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for 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 Project Manager, in writing, at least ten (10) calendar days prior to the bid opening, an interpretation thereof. Any interpretation or change in 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 holders 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 interpretations 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 these Contract Documents.

### **3. QUALIFICATION OF 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 in order to bid and perform the work specified herein.

### **4. BIDDER'S UNDERSTANDING**

Each Bidder must inform him/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 him/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 is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination 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 the work is to be submitted on a unit price basis.

### **B. PREPARATION OF BIDS**

#### **GENERAL**

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. 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 of the 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 signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a 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. If signature is by an agent, other than an officer of a corporation or a member of a 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.

## **6. 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 his Bid:

- i. Bid – five (5) pages
- ii. Bid Response forms – A/B/C/D

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

## **7. STATE AND LOCAL SALES AND USE 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 qualification 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 nonexempt sales and use taxes, unless provision is made in the bid form to separately itemize the tax.

## **8. 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 herewithin.

Each Bid must be submitted in two 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 in the ITB. One original and eight copies are required.

## **9. 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 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 not to 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 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

**10. 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 within sixty (60) days after the opening of the Bids.

At the time of the award, the successful Bidder must show satisfactory documentation of such 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 as to such insurance coverage and legal requirements as may be demanded by the bid in question. The Owner reserves the right to reject any and/or all bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all bids, and to accept any bid that the CITY deems to be in the best interest of the Owner.

**11. BASIS OF AWARD**

The Owner on the basis of that Bid will make the award from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests 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.

**12. 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. Signature by both parties constitutes execution of the Contract.

**13. LICENSES, PERMITS, AND FEES**

The Contractor is responsible for obtaining and paying for all licenses, permits, inspections, and fees required to perform the work as stated in the sections of this bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

## **CITY OF KEY WEST LICENSES, PERMITS, AND FEES**

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees **REQUIRED BY THE CITY OF KEY WEST** and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Occupational License – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.

Note: Contractor shall verify each license, permit, or fee before submitting the bid.

# RISK MANAGERS

## BEN FEW & COMPANY, INC.

### Memo

**To:**

**From:** Ben Few III, ARM, ARM-P, AAI

**Date:**

**Subject:** Contractor Insurance Requirements for the City of Key West, Florida

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits: \$2,000,000 Aggregate  
\$1,000,000 Each Occurrence  
\$2,000,000 Products-Comp / Op Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$300,000 Fire Damage / Legal

Coverage must include the following:

- Contractual Liability
- CG2010 (1185) or Equivalent
- No exclusion for XCU
- Products / Completed Operations
- Personal Injury
- Commercial Form
- Broad Form Property Damage
- Premises / Operations
- Independent Contractors (if any part of the work is to be subcontracted out)

Automobile Liability: \$1,000,000 Combined Single Limit  
(Include Hired & Non-Owned Liability)

Additional Umbrella Liability: \$ \_\_,000,000 Occurrence / Aggregate

Worker's Compensation: Statutory  
Employer's Liability: \$1,000,000 Each Accident  
\$1,000,000 Disease-Policy Limit  
\$1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

4560 Via Royale, Suite 3, Fort Myers, Florida 33919

Telephone 239-334-7727 Toll Free 855-334-7727 Facsimile 239-334-8166

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

**To:** The City of Key West  
**Address:** PO BOX 1409, Key West, Florida 33040  
**Project Title:** Fuel Supply  
**Project:** ITB #13-005

**BIDDER'S INFORMATION**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this 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 person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

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

### **CONTRACT EXECUTION**

The Bidder agrees that if this Bid is accepted, he/she will, within 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 Bid, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents.

### **CERTIFICATES OF INSURANCE**

Bidder agrees to furnish the Owner, before commencing the work under this Contract, 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 has received Addenda No's. , , , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his 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 for the work.

### **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.”

**ADDITIONAL INFORMATION REQUIRED IN BID**

The bid shall fulfill the requirements as described in Partt 4: Scope of Work.

The Bidder shall include with the Bid and Bid Form the following:

- A description of any previous or existing legal action against the Bidder within the past five (5) years.

**BID RESPONSE FORM A**

BID 13-005

**90 OCTANE NON-ETHANOL UNLEADED FUEL**

To furnish and deliver Supreme 90 Octane Non-Ethanol Unleaded Gasoline to City of Key West Bight.

Florida Sales Taxes are exempt. FL Sales Tax #54-03-022507-54C

All other taxes and fees are to be excluded in this bid.

Bidder must specify brand of fuel

Bidder must specify and attach terms and conditions for handling of Brand Affiliates Credit Cards, including costs for credit card readers, POS machine, discount rate, if any and etc. as are necessary to handle company brand credit cards.

Freight and margin to Key West Bight \$ \_\_\_\_\_ PER GALLON OVER RACK RATE FROM PORT EVERGLADES.

History trend of rack price attached (Port Everglades)      \_\_\_ YES \_\_\_ NO

NOTARIZED COPY OF POSTING ATTACHED      \_\_\_ YES \_\_\_ NO

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

**BID RESPONSE FORM B**

BID 13-005

NO. 2 ULTRA LOW SULFUR DIESEL (DYED)

To furnish and deliver No. 2 Ultra Low Sulfur Diesel (Dyed) to the City of Key West Bight.

Florida Sales Taxes are exempt. FL Sales Tax #54-03-022507-54C

All other taxes and fees are to be excluded in this bid.

Bidder must specify brand of fuel

Bidder must specify and attach terms and conditions for handling of Brand Affiliates Credit Cards, including costs for credit card readers, POS machine, discount rate, if any, and etc. as are necessary to handle your company brand credit cards.

Freight and margin to Key West Bight \$ \_\_\_\_\_ PER GALLON OVER RACK RATE FROM PORT EVERGLADES.

History trend of rack price attached (Port Everglades) YES \_\_\_ NO \_\_\_

NOTARIZED COPY OF POSTING ATTACHED YES \_\_\_ NO \_\_\_

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

**BID RESPONSE FORM C**

BID 13-005

87 OCTANE UNLEADED GASOLINE (MAX 10% ETHANOL BLEND)

To furnish and deliver 87 Octane Unleaded Gasoline (Max 10% Ethanol Blend) to the City Garage.

Florida Sales Taxes are exempt. FL Sales Tax #54-03-022507-54C

All other taxes and fees are to be excluded in this bid.

Bidder must specify brand of fuel

Bidder must specify and attach terms and conditions for handling of Brand Affiliates Credit Cards, including costs for credit card readers, POS machine, discount rate, if any, and etc. as are necessary to handle your company brand credit cards.

Freight and margin to City Garage \$ \_\_\_\_\_ PER GALLON OVER RACK RATE FROM PORT EVERGLADES.

History trend of rack price attached (Port Everglades) YES\_\_ NO \_\_\_\_

NOTARIZED COPY OF POSTING ATTACHED YES \_\_NO \_\_\_\_

**BID RESPONSE FORM D**

BID 13-005

B-20 BIO DIESEL BLENDED ULTRA LOW SULFUR

To furnish and deliver B-20 Bio Diesel blended Ultra Low Sulfur to the City Garage

Florida Sales Taxes are exempt. FL Sales Tax #54-03-022507-54C

All other taxes and fees are to be excluded in this bid.

Bidder must specify brand of Fuel

Bidder must specify and attach terms and conditions for handling of Brand Affiliates Credit Cards, including costs for credit card readers, POS machine, discount rate if any, and etc. as necessary to handle your company's brand credit cards.

Freight and margin to City Garage \$ \_\_\_\_\_ PER GALLON OVER RACK RATE FROM PORT EVERGLADES.

History trend of rack price attached (Port Everglades)      \_\_\_ YES \_\_\_ NO

NOTARIZED COPY OF POSTING ATTACHED      \_\_\_ YES \_\_\_ NO

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Contract: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Contract: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Contract: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

BIDDER

The name of the Bidder submitting this Bid is: \_\_\_\_\_

Doing business at \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name

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 \_\_\_\_\_, 2012.

(SEAL)

Name of Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Title \_\_\_\_\_

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

**PROJECT RFP #003-13: FUEL SUPPLY**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No.

\_\_\_\_\_ 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 \_\_\_\_\_ and my  
relationship to

(Please print name of individual signing)

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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, 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 of 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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.

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

space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )

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 Ordinance Sec. 2-799.

By: \_\_\_\_\_

Sworn and subscribed before me  
this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_

**PART 2**

**CONTRACT FORMS**

## Notice of Award

Date

Company  
Attention:  
Address  
City, State, Zip

Project: ITB #13-005: FUEL SUPPLY

Dear :

At a meeting of the City of Key West CITY held on XXXXXX, 2012, your firm, XXXXXX., was awarded the contract for 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 within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable.

A copy of your City of Key West Occupational License must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3905.

Sincerely,

Eduardo Herrera  
Fleet Manager

## CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the **City of Key West**, hereinafter called the "Owner", and \_\_\_\_\_ of \_\_\_\_\_ hereinafter 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 the PROJECT ITB #13-005: FUEL SUPPLY, to the extent of the Bid made by the Contractor, dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, SCOPE OF WORK, which consists of FUEL SUPPLY are hereby referred to and by reference made a 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 these 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 that this Contract was entered into.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Attest:

By:

\_\_\_\_\_  
Cheryl Smith, City Clerk

\_\_\_\_\_  
Bogdan Vitas, City Manager

Contractor: \_\_\_\_\_ Witness: \_\_\_\_\_

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

Date

Project No: ITB #13-005

Company.  
Attention:  
Street  
City, State, Zip

**Project: Fuel Supply**

You are hereby notified to commence work on \_\_\_\_\_, 20\_\_ in accordance with the Contract made with the City of Key West CITY on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Sincerely,

\_\_\_\_\_  
Eduardo Herrera  
Fleet Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please return one (1) copy of this notice to:

Eduardo Herrera, Fleet Manager  
627 Palm Ave.  
Key West, FL 33041

## **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 may 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, drawings, schedule, instructions, and all other contract documents.
- e. All bids shall be submitted in original plus eight (8) copies.
- f. Bidders are advised that all CITY contracts are subject to all legal requirements provided for 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. SUBMISSION OF BIDS:**

- a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the bid opening and the bid number shall be placed on the outside of the envelope.
- b. Bids must be submitted on the form furnished. Telecopy bids will not be considered.
- c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.

**4. REJECTION OF BIDS:**

- a. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in his/her bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

**5. WITHDRAWAL OF BIDS:**

- a. Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
- b. Bids may be withdrawn prior to the time set for bids opening. Such request must be in writing addressed to the City Clerk.

**6. LATE BIDS OR MODIFICATION:**

- a. Bids and modifications received after the time set for the bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the bid opening will be accepted.

**7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid 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.

**8. COLLUSION:**

- a. The proposer by affixing his/her signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**9. VARIANCE IN CONDITIONS:**

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

**10. 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 purposes in the City's annual budget for the next succeeding fiscal year.

**11. 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 calendar (5) 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 web site. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the bid must be filed in writing with the Finance Director on or before five calendar (5) days prior to the scheduled opening.

**12. DISCOUNTS:**

- a. Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. 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 the check.

**13. AWARD OF CONTRACT:**

- a. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to bid, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his/her bid by specified limitations as provided in 4 (4).
- c. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. 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.

**14. 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.

**15. DAMAGE:**

- a. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
- a. An appropriate Hold Harmless Clause shall be included.
- b. Current, valid insurance policies meeting requirements herein identified shall be maintained during the duration of the named project. Renewal certificated shall be sent to the City 30-days prior to any expiration date. There shall also be a 30-day notification to the City in the event of cancellation or notification of any stipulated insurance coverage.
- c. It shall be the responsibility of the contractor to insure that all subcontracts comply with the same insurance requirements that he is required to meet.
- d. Certificates of insurance meeting the required insurance provisions shall be forwarded to the office of risk management.

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11185) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverage, summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the Work is being done on or near a navigable waterway, CONTRACTOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) xxx-xxxx any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

CONTRACTOR insurance/indemnity language

#### Indemnification

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.

*Example Forms Attached*

**PART 4**  
**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.

### **ANNUAL QUANTITY**

KWDOT Garage Facility:

87 Octane Gasoline (Max 10% Ethanol Blend)	Approximately 120,000 gallons
B-20 Bio Diesel Blended Ultra Low Sulfur	Approximately 150,000 gallons

Key West Bight:

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

Key West Bight Ferry Terminal

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

THE ABOVE QUANTITY IS ONLY AN ESTIMATE. NO GUARANTEED QUANTITY WILL BE MADE.

### **STORAGE FACILITY**

KWDOT Garage Facility:

Diesel	One (1) 15,000 gallon above ground storage tank
87 Octane	Two (2) 4,000 gallon above ground storage tanks

Key West Bight:

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:

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

## **DELIVERY**

The seller will provide deliveries in such quantities as needed when given twenty four (24) hour notice prior to the delivery date. Successful bidder will be responsible for all hoses, connectors, etc. in order to perform delivery.

Documented failure to meet delivery schedules/deadlines will result in termination of the contract.

## **PAYMENT**

Seller shall submit invoices to the City of Key West, P.O. Box 1409, Key West, Florida 33041-1409. The City of Key West complies with the State of Florida Prompt Payment Act and will normally provide for payment of such invoices within 30 days of receipt, for such deliveries as have been received and stated on the invoice.

## **POSTED RACK PRICE**

Bidders are required to provide history trend "Rack Price" for the 31-day period of October 1<sup>st</sup>, 2012 to October 31<sup>st</sup>, 2012 from Port Everglades Fuel Port. This will be the port used for all 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.

# ATTACHMENT A

## VENDOR insurance/indemnity language

### Insurance

VENDOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the VENDOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Liability (if appl.)	\$1,000,000	Per Claim / Aggregate
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

VENDOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies—excepting Professional Liability, if required—on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. VENDOR will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the VENDOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the VENDOR who is performing any labor, services, or material under the Contract. Further, VENDOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, VENDOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. VENDOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

VENDOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

VENDOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. VENDOR will notify City of Key West immediately by telephone at

VENDOR insurance/indemnity language

809-3811

(305) xxx-xxxx any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the VENDOR.

Indemnification

To the fullest extent permitted by law, VENDOR expressly agrees to indemnify and hold harmless the City of Key West and their respective officers, directors, agents, and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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 caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of VENDOR or its subcontractors, material men, or agents of any tier or their respective employees.

Indemnification by VENDOR for Professional Acts. VENDOR hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of VENDOR's negligent acts, errors or omissions or intentional acts in the performance of VENDOR's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and VENDOR, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for VENDOR 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 VENDOR or of any third party to whom VENDOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

**Number of Days Notice** 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

**Name of Person or Organization**

**Mailing Address**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)