



April 9, 2018

City of Key West
Attn: City Clerk
1300 White Street
Key West, FL 33040

Subject: PAPCO, Inc. Bid Response – ITB#18-014

City Clerk,

Submitted for your review and consideration is PAPCO, Inc.'s response to ITB#18-014 – City Fuel Supply.

The information provided herein, including 1 original document and 2 copies in .pdf format on USD flash drives, is based on the instructions outlined within the solicitation and any addendums issued.

Please let me know if you require any additional information.

We look forward to the City's award determination.

Best regards,

A handwritten signature in black ink, appearing to read "Scott Effinger", with a long, sweeping horizontal line extending to the right.

Scott Effinger
Government Sales Manager - Southeast

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: PAPCO, Inc. - A World Fuel Services Co.

Address: 4920 Southern Blvd.
Virginia Beach, VA 23462

Contact Name: Scott Effinger

Email: scott.effinger@papco.com

Telephone: (757) 321-4436

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:

1 &c _____

(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 9th day of April 2018.

(SEAL)

PAPCO, Inc.
Name of Corporation

By [Signature]
Title Government Sales

Attest [Signature]

Sworn and subscribed before this 9th day of APRIL, 2018

NOTARY PUBLIC, State of VIRGINIA, at Large

My Commission Expires: JULY 31, 2018



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

9th day of APRIL, 2018.


NOTARY PUBLIC, State of ~~Florida~~ at Large
 VIRGINIA

My Commission Expires: JULY 31, 2018



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 9th day of APRIL, 20 18

NOTARY PUBLIC, State of VIRGINIA, at Large

My Commission Expires: JULY 31, 2018



* * * * *

**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 City of Key West
Fuel Supply - ITB# 18-04

2. This sworn statement is submitted by PAPCO, Inc. - A World Fuel Services Co.
(name of entity submitting sworn statement)

whose business address is 4920 Southern Blvd.
Virginia Beach, VA 23462

and (if applicable) its Federal Employer Identification Number (FEIN) is 54-0856771

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

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

and my relationship to the entity named above is Government Sales Mgr. - Southeast

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 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 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 VA

CITY
COUNTY OF VIRGINIA BEACH

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 9th day of APRIL, 2018.

My commission expires: JULY 31, 2018

Lawrie Walker
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: PAPCO, Inc. A World Fuel Services Co. SEAL:
4920 Southern Blvd.
Virginia Beach, VA 23462
Address _____
[Signature]
Signature _____
Scott Effinger
Print Name _____
Government Sales Mgr. Southeast
Title _____
DATE: 4/9/18



Sworn and subscribed before this 9th day of APRIL, 2018

NOTARY PUBLIC, State of VIRGINIA, at Large

My Commission Expires: JULY 31, 2018

Laurie Ann Wible Walker

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT


STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of PAPCO, Inc.
A World Fuel Services Co.

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 9th day of APRIL, 20 18

NOTARY PUBLIC, State of VIRGINIA, at Large

My Commission Expires: JULY 31, 2018

Laurie Ann Wiele-Walker



* * * * *

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 PAPCO, Inc. - A World Fuel Services Co. 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: *Scott [Signature]*

Sworn and subscribed before me this

9th day of APRIL 2018.

Laurie Ann Stoble Walker



NOTARY PUBLIC, State of VIRGINIA at Large

My Commission Expires: July 31, 2018

* * * * *

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:

\$.2054 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:

\$.1382 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

\$.1460 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

\$.1848 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.



**CITY OF KEY WEST
FLEET MANAGEMENT**

627 Palm Ave.
Key West, FL 33040

**ADDENDUM NO. 1
CITY FUEL SUPPLY
ITB # 18-014**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS & CLARIFICATIONS:

1. Who is your current vendor?

McKenzie Petroleum, Tavernier, Florida

2. Please provide current copies of invoices and bill of ladings.

A sample of recent invoices may be found at the end of this addendum.

3. Will all deliveries be made via large transport trucks?

Deliveries may be made via transport trucks that are in compliance with any, and all, local, State and Federal regulations.

4. What is the average size of your deliveries?

Deliveries will vary in size based on demand and circumstances. Please reference the Scope of Work section of the Bid for an annual approximation of fuel consumption and Recent invoices found at the end of this addendum.

5. Is the pricing based on the Port Everglades OPIS average?

Pricing is based the same as the State of Florida Bulk Fuel Contract 405-000-10-1 Please reference the State contract for specific details.

6. Is the price based on the contractor's price at the Port Everglades terminal?

We will use the DTN FastRacks average daily price for terminal #6 Miami.

7. Can the vendors deliver more than one brand of fuel during the life of the contract?

The Bid references specific types of fuels and does not state a limitation to brands.

8. On the bid response form there is a statement that says: "The City of Key West does not wish to accept any Brand Affiliated credit cards", are credit cards to be issued under this contract?

The City does not wish to accept or issue any brand affiliated credit cards.

9. Are the required licenses to be submitted with the bid package?

As noted in the Bid, "Within ten (10) calendar days after the 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"

10. Are we required to have a Key West specific license or would a State of Florida license work also?

As long as the deliveries are to and from Key West, and no other business is being conducted within the City, a specific City of Key West Business license will not be required. Please refer to your local municipality for licensing regulations in your area