

JOHN R. MCKENZIE JOBBER, INC.  
DBA MCKENZIE PETROLEUM

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April 5, 2018

City Clerk  
City of Key West  
Attn: David Sermak, Central Purchasing Agent  
1300 White Street  
Key West, FL 33040

RE: ITB # 18-014

Dear City Clerk of Key West:

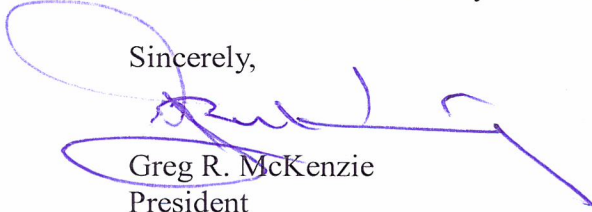
I would like to thank you for your invitation to bid on the City Fuel Supply ITB # 18-014.

We will supply Marathon Petroleum branded product as called for by the bid. The **guaranteed allocation** associated with supplying branded product was incredibly valuable during the Hurricane Irma aftermath. Marathon branded signs will be supplied for the Marina. Currently, there is not a reliable source for QUALITY CONTROLLED Bio diesel fuel available at Pt Everglades Terminal. Although currently unavailable, if the product becomes available by a reputable source, we will notify the City personnel about purchasing it at that time.

All freight related costs are included in the Bid Response Forms with the exception of the freight fuel surcharge. In January of 2000, the freight industry began levying a fuel surcharge due to the high prices of fuel. This surcharge is based on the US Energy Information Administration East Coast Lower Atlantic average on-highway diesel fuel price which changes each Monday. This surcharge will be listed as a separate line item rather than be included in the per gallon freight charge. This surcharge is not reflected in the attached Bid # 18-014.

I truly hope that we have the opportunity to continue serving the City with its fuel needs. It has been a pleasure working with everyone there. If you have any questions or need further clarifications on any of the enclosed information, please feel free to contact me.

Sincerely,



Greg R. McKenzie  
President

## 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: John R. McKenzie Jobber Inc., DBA, McKenzie Petroleum

Address: P.O. Box 640

210 Tavernier Street

Tavernier, Florida 33070

Contact Name: Greg R. McKenzie

Email: mckenziepetroleum@gmail.com

Telephone: (305) 852-2881

If Sole Proprietor or Partnership

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

[Handwritten Signature]  
Signature of Proposer

PRESIDENT  
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 6th day of April 2018.

(SEAL)

John R. McKenzie Jobber, Inc, DBA,  
McKenzie Petroleum  
Name of Corporation

By Greg R. McKenzie

Title President

Attest \_\_\_\_\_

Sworn and subscribed before this 6 day of April, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: May 17, 2018

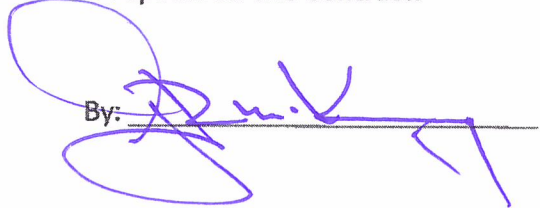
Teresa Lynn Lybarger



NON-COLLUSION AFFIDAVIT

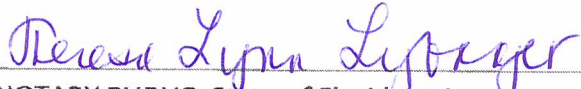
STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

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.

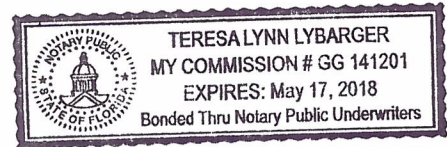
By: 

Sworn and subscribed before me this

6 day of April, 2018.

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

My Commission Expires: May 17, 2018



ANTI-KICKBACK AFFIDAVIT

STATE OF Florida )

: SS

COUNTY OF Monroe )

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.

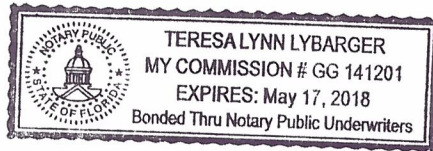
By: \_\_\_\_\_

Sworn and subscribed before this 6 day of April, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: May 17, 2018

*Teresa Lynn Lybarger*



\* \* \* \* \*

**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 ITB 18-014 City Fuel Supply  
\_\_\_\_\_
  
2. This sworn statement is submitted by John R. McKenzie Jobber, Inc., DBA, McKenzie Petroleum  
(name of entity submitting sworn statement)  
whose business address is P.O. Box 640 ; 210 Tavernier Street  
Tavernier, Florida 33070  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2135539  
\_\_\_\_\_  
  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)
  
3. My name is Greg R McKenzie  
(please print name of individual signing)  
and my relationship to the entity named above is President  
\_\_\_\_\_
  
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).

X 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)

April 6th 2018

(date)

STATE OF Florida

COUNTY OF Monroe

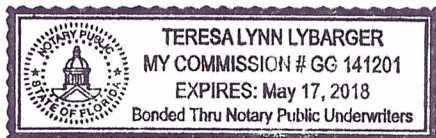
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

John R. McKenzie Who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 6 day of April, 2018.

My commission expires: May 17, 2018

Teresa Lynn Lybarger  
NOTARY PUBLIC

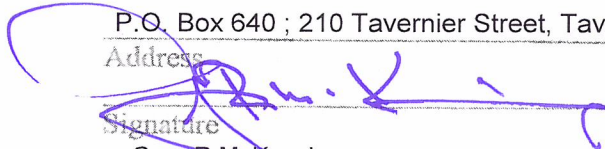


CITY OF KEY WEST INDEMNIFICATION FORM

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 "indemnitecs") 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: John R. McKenzie Jobber, Inc., DBA, McKenzie Petroleum SEAL:

P.O. Box 640 ; 210 Tavernier Street, Tavernier, FL 33070  
Address  
  
Signature  
Greg R McKenzie  
Print Name  
President  
Title

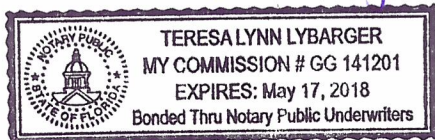
DATE: April 6th 2018

Sworn and subscribed before this 6 day of April, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: May 17, 2018

Teresa Lynn Lybarger





EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida )

: SS

COUNTY OF Monroe )

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

John R. McKenzie Jobber, Inc., DBA, McKenzie Petroleum

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.

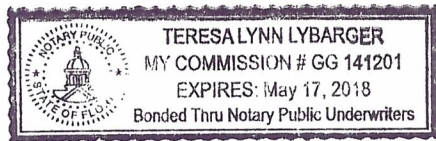
By: \_\_\_\_\_

Sworn and subscribed before this 6 day of April, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: May 17, 2018

Teresa Lynn Lybarger



\* \* \* \* \*

CONE OF SILENCE AFFIDAVIT

STATE OF Florida )

: SS

COUNTY OF Monroe )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of John R. McKenzie Jobber, Inc., DBA, McKenzie Petroleum 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: \_\_\_\_\_

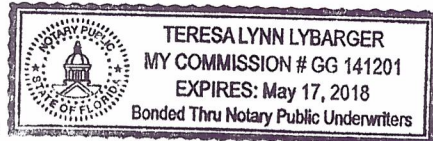
Sworn and subscribed before me this

6 day of April 20 18

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: May 17, 2018

Teresa Lynn Lybarger



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**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. Marathon Brand

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:

\$ .09575 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. Marathon

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:

\$           .1055           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. Marathon

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

\$           .09575           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. Currently UNAVAILABLE

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

\$ .1055 if it becomes available 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.

Effective: 6:00 pm	10% Ethanol	Non-Ethanol		
	Gasoline 87 Octane	Gasoline 90 Octane	Ultra Low Sulphur Clear Diesel	Ultra Low Sulphur Dyed Diesel
1/1/2018	\$ 1.7788	\$ 2.2818	\$ 2.0980	\$ 2.1030
1/2/2018	\$ 1.7621	\$ 2.2566	\$ 2.0818	\$ 2.0869
1/3/2018	\$ 1.7914	\$ 2.2959	\$ 2.1141	\$ 2.1192
1/4/2018	\$ 1.8035	\$ 2.3050	\$ 2.1242	\$ 2.1293
1/5/2018	\$ 1.7848	\$ 2.2818	\$ 2.1096	\$ 2.1146
1/6/2018	\$ 1.7848	\$ 2.2818	\$ 2.1096	\$ 2.1146
1/7/2018	\$ 1.7848	\$ 2.2818	\$ 2.1096	\$ 2.1146
1/8/2018	\$ 1.7959	\$ 2.2924	\$ 2.0823	\$ 2.0874
1/9/2018	\$ 1.8343	\$ 2.3353	\$ 2.1005	\$ 2.1055
1/10/2018	\$ 1.8404	\$ 2.3273	\$ 2.1156	\$ 2.1207
1/11/2018	\$ 1.8439	\$ 2.3283	\$ 2.0990	\$ 2.1040
1/12/2018	\$ 1.8626	\$ 2.3576	\$ 2.1141	\$ 2.1192
1/13/2018	\$ 1.8626	\$ 2.3576	\$ 2.1141	\$ 2.1192
1/14/2018	\$ 1.8626	\$ 2.3576	\$ 2.1141	\$ 2.1192
1/15/2018	\$ 1.8651	\$ 2.3444	\$ 2.1172	\$ 2.1222
1/16/2018	\$ 1.8576	\$ 2.3343	\$ 2.0970	\$ 2.1020
1/17/2018	\$ 1.8793	\$ 2.3571	\$ 2.1136	\$ 2.1187
1/18/2018	\$ 1.9025	\$ 2.3975	\$ 2.1126	\$ 2.1177
1/19/2018	\$ 1.8874	\$ 2.3636	\$ 2.1172	\$ 2.1222
1/20/2018	\$ 1.8874	\$ 2.3636	\$ 2.1172	\$ 2.1222
1/21/2018	\$ 1.8874	\$ 2.3636	\$ 2.1172	\$ 2.1222
1/22/2018	\$ 1.8964	\$ 2.3742	\$ 2.1207	\$ 2.1257
1/23/2018	\$ 1.9232	\$ 2.4050	\$ 2.1409	\$ 2.1459
1/24/2018	\$ 1.9298	\$ 2.4055	\$ 2.1601	\$ 2.1651
1/25/2018	\$ 1.9308	\$ 2.4060	\$ 2.1762	\$ 2.1813
1/26/2018	\$ 1.9475	\$ 2.4424	\$ 2.1889	\$ 2.1939
1/27/2018	\$ 1.9475	\$ 2.4424	\$ 2.1889	\$ 2.1939
1/28/2018	\$ 1.9475	\$ 2.4424	\$ 2.1889	\$ 2.1939
1/29/2018	\$ 1.9328	\$ 2.4050	\$ 2.1672	\$ 2.1722
1/30/2018	\$ 1.8894	\$ 2.3616	\$ 2.1288	\$ 2.1338
1/31/2018	\$ 1.9091	\$ 2.3747	\$ 2.1409	\$ 2.1459

