

## **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. Proposals 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 proposal opening and the proposal 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. 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- a. Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
  - b. Bids may be withdrawn prior to the time set for bids opening.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 proposal 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 proposal 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 proposal 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 Request for Proposal, 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 in a form acceptable to and approved by the City Attorney, 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 the City of Key West policy of local preference is applied to bids submitted by qualified local businesses. Local preference is 5% of quoted bidder or \$1,000.00, whichever is less.

**15. DAMAGE:**

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

**16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:**

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

**17. INSURANCE REQUIREMENTS**

- a. Workers Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable State and federal laws. The coverage must include Employers' Liability with a limit of \$100,000 each accident.
- b. Comprehensive General Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and operations; independent contractors; products and completed operations, Broad Form Property Damage and XCU Coverage, and a contractual liability endorsement.
- c. Business Auto Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

**Special Requirements**

- a. The City of Key West CITY is to be included as an additional insured on both Comprehensive General Liability and Business Auto Liability Policies.
- b. An appropriate Hold Harmless Clause shall be included.
- c. 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.
- d. 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.
- e. Certificates of insurance meeting the required insurance provisions shall be forwarded to the office of risk management.

**18. SURETY AND INSURER QUALIFICATIONS**

- a. All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or 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 surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

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

**SCOPE OF SERVICES  
CITY OF KEY WEST BID NO. 13-007  
FUEL SUPPLY**

**GENERAL**

Specifications cover the FURNISHING AND DELIVERY of fuel as specified in the bid form to the Central Garage Facility, Key West Bight Marina, and Key West Bight Ferry Terminal.

**PERIOD OF CONTRACT**

Contract period shall be for three (3) years with the City having an option to renew at same terms for an additional two (2) years.

**ANNUAL QUANTITY**

**KWDOT Garage Facility:**

87% Octane Unleaded	Approximately 100,000 gallons
No. 2 Ultra Low Sulfur Diesel	Approximately 120,000 gallons

**Key West Bight Marina:**

93% Octane Supreme Unleaded Fuel	Approximately 150,000 gallons
Dyed Ultra low Sulphur 15ppm Diesel	Approximately 250,000 gallons

**Key West Bight Ferry Terminal:**

Dyed Low Sulphur 500ppm Diesel <sup>1</sup>	Approximately 400,000 gallons
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<sup>1</sup>This diesel will be the lowest priced diesel available either branded or unbranded.

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



**STORAGE FACILITY**

**KWDOT Garage Facility:**

Diesel	One (1) 10,000 gallon underground storage tank
87% Octane	Two (2) 4,000 gallon above ground storage tanks

**Key West Bight Marina:**

Diesel	One (1) 20,000 gallon above ground storage tank.
93% Octane	One (1) 10,000 gallon above ground storage tank.

**Key West Bight Ferry Terminal:**

Diesel	One (1) 20,000 gallon underground storage tank.
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**DELIVERY**

The seller will provide deliveries in such quantities as needed when given 24 hours notice prior to the delivery date. Successful bidder will be responsible for all hoses, fill and vent connectors, etc. in order to perform delivery. An invoice for each delivery will be faxed/emailed to the respective delivery location within 24 hours of delivery so pump prices can be adjusted.

**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 August 1, 2007 to August 31, 2007.

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. Additionally, the successful will be required to email the daily rack price to each facility. Emails will be provided at a later date.