A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID TO MCKENZIE PETROLEUM FOR A FUEL SUPPLY CONTRACT IN RESPONSE TO FUEL SUPPLY BID #18-014; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 11, 2018 four responsive bids were opened in response to ITB #18-014, for City fuel supply, and staff recommends approval of the lowest overall bidder; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of McKenzie Petroleum in response to Fuel Supply Bid #18-014 for City Fuel Supply at the costs set forth in the bid, is hereby awarded.

Section 2: That the City Manager is authorized to execute a contract in substantial conformance with the bid documents, upon advice and consent of the City Attorney.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commissi	on at a	meeting
held this15th day ofMay, 2018		
Authenticated by the Presiding Officer a	nd Clerk	of the
Commission onday of,	2018.	
Filed with the Clerk onMay 16		2018.
Mayor Craig Cates	Yes	
Vice Mayor Clayton Lopez	Yes	
Commissioner Sam Kaufman	Yes	
Commissioner Richard Payne	Yes	
Commissioner Margaret Romero	Yes	
Commissioner Billy Wardlow	Yes	
Commissioner Jimmy Weekley	Yes	
AAA		
CRAIG CATES, MA	YOR	
ATTEST:	.1010	
Chore I Smith	)	
CHERYL SMITH, CATTY CLERK		

# PART 4 CONTRACT FORMS

## Contract

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

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

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

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

IN WITNESS WHEREOF, we do the parties hereto, each herewith subscribe the same, this 26 TH day of APRIL 2018.

Ву:

Contractor: Mcleuzie PETROLEUM

Witness: Shelly Chapman
Print Name: SHELLEY CHAPMAN

Print Name: GREB L. MCKENZIE

Title:

Ву:

# INTEROFFICE MEMORANDUM

To:

John Fallon, Fleet Services Manager

CC:

Mark Finigan, Finance Director

David Sermac, Purchasing

From:

Cheri Smith, City Clerk

Date:

April 11, 2018

Subject:

CITY FUEL SUPPLY; BID NO. 018-014

The following bid was opened, Wednesday, April 11, 2018 at 3:00 p.m. in response to the above referenced project.

1. Pro Energy

1093 Shotgun Road Sunrise, FL 33326 FORM A:

90 OCTANE NON-ETHANOL UNLEADED FUEL

\$0.20 Per Gal/Over Rack

TOTALS:

FORM B:

NO. 2 ULTRA LOW SULFUR DIESEL (DYED)

\$0.20 Per Gal/Over Rack

FORM C:

87 OCTANE UNLEADED GASOLINE

(MAX 10% ETHANOL BLEND)

\$0.20 Per Gal/Over Rack

FORM D:

B-20 BIO DIESEL BLENDED ULTRA LOW SULFUR

\$0.20 Per Gal/Over Rack

2. McKenzie Petroleum

P O Box 640

210 Tavernier Street

Tavernier, FL 33070

FORM A:

90 OCTANE NON-ETHANOL UNLEADED FUEL

\$.09575 Per Gal/Over Rack

FORM B:

NO. 2 ULTRA LOW SULFUR DIESEL (DYED)

\$0.1055 Per Gal/Over Rack

FORM C:

87 OCTANE UNLEADED GASOLINE

(MAX 10% ETHANOL BLEND)

\$.09575 Per Gal/Over Rack

FORM D:

B-20 BIO DIESEL BLENDED ULTRA LOW SULFUR

\$0.1055 Per Gal/Over Rack

CITY FUEL SUPPLY; BID NO. 018-014 April 11, 2018 Page 2

3. PAPCO 4920 Southern Blvd. Virginia Beach, VA 23462

FORM A:

90 OCTANE NON-ETHANOL UNLEADED FUEL \$0.2054 Per Gal/Over Rack

FORM B:

NO. 2 ULTRA LOW SULFUR DIESEL (DYED)

\$0.1382 Per Gal/Over Rack

FORM C:

87 OCTANE UNLEADED GASOLINE (MAX 10% ETHANOL BLEND)

\$0.1460 Per Gal/Over Rack

FORM D:

B-20 BIO DIESEL BLENDED ULTRA LOW SULFUR \$0.1848 Per Gal/Over Rack

Dion Fuel, LLC
 412 South Flagler Avenue
 Homestead, FL 33030

FORM A:

90 OCTANE NON-ETHANOL UNLEADED FUEL \$0.14 Per Gal/Over Rack

FORM B:

NO. 2 ULTRA LOW SULFUR DIESEL (DYED)

\$0.14 Per Gal/Over Rack

FORM C:

87 OCTANE UNLEADED GASOLINE (MAX 10% ETHANOL BLEND)

\$0.14 Per Gal/Over Rack

FORM D:

B-20 BIO DIESEL BLENDED ULTRA LOW SULFUR NOT SUBMITTED

CS/sph Bid 18-014 Fuel Supply

## JOHN R. MCKENZIE JOBBER, INC. DBA MCKENZIE PETROLEUM

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 CONTROLED 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.				
То:	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 Petroleun			
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 I	nis (its) hand this	dav of	2018
12 m			
Signature of Proposer			
Title Title			
If Co	orporation		
IN WITNESS WHEREOF the undersigned corporate and affine the second secon	ration has caused this	instrument to b	e executed and
its seal affixed by its duly authorized officers the	is 6th day of	April	_ 2018.
(SEAL)			
John R. McKenzie Jobber, Inc, DBA, McKenzie Petroleum			
Name of Corporation			
	By Greg R. McKe	nzie	
	Title President		
	Attest	· · · · · · · · · · · · · · · · · · ·	
Sworn and subscribed before this6	_day of <u>April</u>	20 <u>18</u>	-
NOTARY PUBLIC, State of Floriday	at Large		
My Commission Expires: May 17, 2018	8		
Teresa Lynn Lybrage		TERESALYNN MY COMMISSION EXPIRES: Ma Bonded Thru Notary F	N# GG 141201

## **NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA	)		
	: SS		
COUNTY OF MONROE	)		
I, the undersigned hereby de those named herein, that the without collusion with any o connection or collusion with a	is Proposal is, in all respect official of the Owner, and	cts, fair and without fraud, to that the Proposal is made	hat it is made without any
		By: Du.V	
Sworn and subscribed before	e me this		
6 day of Apri	, 2018.		
NOTARY PUBLIC, State of Flor		TERESA LYNN MY COMMISSIO EXPIRES: M Bonded Thru Notary	N # GG 141201 ay 17, 2018
	• /		

## ANTI-KICKBACK AFFIDAVIT

	STATE OF Florida
	; <b>SS</b>
	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.
/	Ву:
	Sworn and subscribed before this 6 day of April ,20 18
	NOTARY PUBLIC, State of Florida at Large  My Commission Expires: May 17, 2018
	Meresa Lynn Lybright  TERESALYNN LYBARGER MY COMMISSION # GG 141201 EXPIRES: May 17, 2018 Bonded Thru Notary Public Underwriters

# 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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July I, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5.	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.

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

April 6th 2018

(date)

STATE OF Florida

COUNTY OF MONCOL

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

John K. McKenzit who, after first being sworn by me, affixed his/her

signature in the space provided above on this

6 day of Apri

. 2018.

My commission expires: Way 17,2018

NOTARY PURITC

GER 41201

TERESALYNN LYBARGER MY COMMISSION # GG 141201 EXPIRES: May 17, 2018 Bonded Thru Notary Public Underwriters

## 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.

Bonded Thru Notary Public Underwriters

## EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

and the second second				
STATE OF	Florida	)		
		: SS		
COUNTY	)F Monroe	}		
I, the unders	igned hereby duly	sworn, depose and	say that the firm of	
John R. M	/IcKenzie Jobber,	Inc., DBA, McKenzi	ie Petroleum	
provides ben	efits to domestic	partners of its emplo	oyees on the same basis as i	t provides benefits to
employees s	pouses, per City (	of Key West Code o	of Ordinances Sec. 2-799.	
The same of the sa	\ /			
Ву: X	Jon . K		ment and provided the provided the second	
Sworn and su	ubscribed before t	his (o de	ay of April	20.40
		IIIO U	ay or rapt (1	. 2018
		+ 1 . 0		
		Floride	, at Large	
	JBLIC, State of		, at Large	
My Commiss	sion Expires: M			

## 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 Petroleu
	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
	Meresa Lynn Lytuger TERESALYNN LYBARGER
	TERESALYNN LYBARGER MY COMMISSION # GG 141201
	EXPIRES: May 17, 2018  Bonded Thru Notary Public Underwriters

#### 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:

S	.09575	OVER RACK RATE FROM PORT EVERGLADES.
Ψ	Production and the second	

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

Please attach a notarized copy of Posting.

### 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 EVERGL	ADES
•		A MINITORINATE INCIDENT ON LEVELIGE	ハレにい

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

Please attach a notarized copy of Posting.

## 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 EVERGLA	ADES
---------	----------------------------------	------

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

Please attach a notarized copy of Posting.

#### 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.

	10% Ethanol		Non-Ethanol				
	Gasoline		Gasoline	U	itra Low Sulphur	UI	tra Low Sulphur
	87 Octane		90 Octane		Clear Diesel		Dyed Diesel
\$	1.7788	\$	2.2818	\$	2.0980	\$	2.1030
\$	1.7621	\$	2.2566	\$	2.0818	\$	2.0869
\$	1.7914	\$	2.2959	\$	2.1141	\$	2.1192
\$	1.8035	\$	2.3050	\$	2.1242	\$	2.1293
\$	1.7848	\$	2.2818	\$	2.1096	\$	2.1146
\$	1.7848	\$	2.2818	\$	2.1096	\$	2.1146
\$	1.7848	\$	2.2818	\$	2.1096	\$	2.1146
-	1.7959	\$	2.2924	\$	2.0823	\$	2.0874
\$	1.8343	\$	2.3353	\$	2.1005	\$	2.1055
\$	1.8404	\$	2.3273	\$	2.1156	\$	2.1207
\$	1.8439	\$	2.3283	\$	2.0990	\$	2.1040
\$	1.8626	\$.	2.3576	\$	2.1141	\$	2.1192
\$	1.8626	\$	2.3576	\$	2.1141	\$	2.1192
\$	1.8626	\$	2.3576	\$	2.1141	\$	2.1192
\$	1.8651	\$	2.3444	\$	2.1172	\$	2.1222
\$	1.8576	\$	2.3343	\$	2.0970	\$	2.1020
\$	1.8793	\$	2.3571	\$	2.1136	\$	2.1187
\$	1.9025	\$	2.3975	\$	2.1126	\$	2.1177
\$	1.8874	\$	2.3636	\$	2.1172	\$	2.1222
\$	1.8874	\$	2.3636	\$	2.1172	\$	2.1222
	1.8874	\$	2.3636	\$	2.1172	\$	2.1222
	1.8964		2.3742	\$	2.1207	\$	2.1257
	1.9232		2.4050	\$	2.1409		2.1459
	1.9298		2.4055	\$	2.1601		2.1651
			2.4060		2.1762	-	2.1813
	1.9475	•	2.4424		2.1889		2.1939
	1.9475		2.4424		2.1889		2.1939
	1.9475		2.4424		2.1889	-	2.1939
	1.9328	-	2.4050		2.1672	-	2.1722
		-		-	2.1288		2.1338
\$	1.9091	\$	2.3747	\$	2.1409	\$	2.1459
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