



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

DATE: May 29, 2014

FILE: PR-14-157

TO: Sylvia Glazer, Director
Public Works

VIA: *Joel Wasserman*
Joel Wasserman, Director
Procurement Services

FROM: Ian Superville, Procurement Contracts Officer
Procurement Services *IR*

SUBJECT: Blanket Contract Expiration of Unleaded Gas and Diesel Fuel – B002189
with Port Consolidated, Inc.

ISSUE:

The current period of the above blanket purchase order contract expires on June 30, 2014. The contract was based upon a Cooperative Purchasing agreement which is not being renewed.

EXPLANATION:

The City participated in the Southeast Florida Governmental Purchasing Group RFP (City of Coral Springs, Florida Contract #14-A-035), for Unleaded Gasoline and Diesel Fuel.

The City of Coral Springs, Florida, Cooperative Contract #14-A-035, for Unleaded Gasoline and Diesel Fuel allows for an initial contract term commencing July 1, 2014 through March 31, 2017, with the right to renew the contract for an additional two (2) two (2) year terms. The price is set to float daily based on the OPIS fuel index plus/minus a differential.
See the options below.

RECOMMENDATION:

Please reply as soon as possible by returning this memo appropriately filled out, signed and dated.

Date: 5/30/14

To: Ian Superville, Procurement Services

The Director of Public Works recommend the following:

X Establish a new contract. See the attached completed. The Budget Account Number to be charged is 57,5101.00105,590.005211 + 57,5101.00109,590.005211
+ 01,1200.0000.141.050000

 DO NOT prepare a replacement contract (items/services no longer needed).

 Estimated annual usage/expenditure is 625,000 gal. / \$1,960,000.00

By: *Sylvia Glazer* 5/30/14
Title: _____



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

BID/RFP NO.: 14-A-035 RFP
DESCRIPTION/TITLE: Unleaded Gasoline and Diesel Fuel
CONTRACT PERIOD: July 1, 2014 – March 31, 2017
TERM OF CONTRACT: 18 months
2 Additional 2 Year Renewals Available

SECTION #1 - VENDOR AWARD

Vendor Name: MacMillan Oil Co. of Florida, Inc.
Vendor Address: 295 East 11th Avenue
Hialeah, FL 33013

Contact: William Putnam
Phone: (305) 384-7625
Fax: (305) 693-1880
Email Address: William@macmillanoil.com
Website: http://macoilco.tripod.com
FEIN: 59-0648243

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: May 21, 2014
Resolution/Agenda Item No.:
Insurance Required: ☒ Yes ☐ No
Performance Bond Required: ☐ Yes ☒ No

SECTION #3 - PROCURING AGENCY

Agency Name: City of Coral Springs
Agency Address: 9551 West Sample Road
Coral Springs, FL 33065
Agency Contact: Angelo Salomone
Telephone: (954) 344-1102
Facsimile: (954) 344-1186
Email: asalomone@coralsprings.org



May 23, 2014

Mr. William Putnam
MacMillan Oil Co. of Florida, Inc.
295 East 11th Ave.
Hialeah, FL 33013

REFERENCE: Unleaded Gasoline and Diesel Fuel for S.E. Florida
 Governmental Purchasing Cooperative Group, RFP 14-A-035

Dear Mr. Putnam:

I am pleased to inform you that the Coral Springs City Commission, at their regular meeting of Wednesday, May 21, 2014, approved RFP 14-A-035 for the Purchase of Unleaded Gasoline & Diesel Fuel. The term of this contract will commence on July 1, 2014 through March 31, 2017 with two (2) additional two (2) year renewals possible.

Please provide this office with your Certificate of Insurance throughout the term of this contract with the City of Coral Springs named as additional insured.

The City looks forward to a successful business relationship in this regard. If you have any questions or concerns regarding this matter, please do not hesitate to contact this office.

Sincerely,

Angelo Salomone
Purchasing Administrator

AS:mlm

**RFP NO. 14-A-035
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

PROPOSERS

MacMillan Oil Co. of Florida, Inc.

2955 East 11th Ave.
Hialeah, FL 33013
Contact: William Putnam
Telephone: 305 384-7625
Fax: 305 693-1880
Email: William@macmillanoil.com

RKA Petroleum Companies, Inc.

28340 Wick Rd.
Romulus, MI 48174
Contact: Nicole Canty
Telephone: 734 946-2199
Fax: 734 946-4772
Email: ncanty@rkapetroleum.com

Port Consolidated

3141 S.E. 14th Ave. / PO Box 350430
Ft. Lauderdale, FL 33335
Contact: Don Carlton
Telephone: 954 522-1182 x-233
800 683-5823
Fax: 954 527-1191
Email: dcarlton@portconsolidated.com

Mansfield Oil Co.

1025 Airport Pky. SW
Gainesville, GA 30501
Contact: David Zarfoss
Telephone: 800 255-6699
Fax: 678 450-2242
Email: dzarfoss@mansfieldoil.com

**Seminole Tribe of Florida, Inc.
d/b/a Askar Oil Co.**

3170 S. Horseshoe Dr.
Naples, FL 34104
Contact: Sam Askar
Telephone: 239 262-4124
Fax: 239 262-7861
Email: saskar@askarmanagementgroup.com

**City of Coral Springs
City Commission Meeting Agenda Item**

Meeting: May 21, 2014
Department: Financial Services
Initiated By: Angelo Salomone

Summary Sheet

DOC ID: 3945

SUBJECT: Unleaded Gasoline & Diesel Fuel

PLACEMENT: Policy

REQUESTED ACTION:
(INCLUDE CONTRACT

START/TERM DATES) Request to approve and award the contract for Unleaded Gasoline and Diesel Fuel through the Southeast Florida Governmental Purchasing Cooperative Group, RFP #14-A-035 to MacMillan Oil Co. of Florida, Inc. of Hialeah, Florida beginning July 1, 2014 and terminating on March 31, 2017 with two additional two year renewals possible. The estimated annual expenditure for the City of Coral Springs under this contract is approximately \$1,200,000.00 for diesel fuel and unleaded gasoline. (REQUEST TO APPROVE, AWARD)

PROJECT REVIEWED BY
OR INCLUDED IN:

ATTACHMENTS: #1 – Letter of Understanding
#2 – Proposers List

BACKGROUND / DESCRIPTION:

1. Using Department: City-Wide
2. Justification for Award Recommendation:
_____ Most responsive and responsible Bidder
 X Highest ranked Proposer
_____ Other: _____
3. Is this item in the adopted budget? X Yes _____ No
4. Is this item in the CIP? _____ Yes X No
5. No. of Vendors solicited: 48
No. of Coral Springs firms solicited: 3
No. of Vendors responding: 5
6. Agreement Info: X Contract executed by Firm
N/A
7. Insurance: X Approved
N/A

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: May 21, 2014**

Subject: Unleaded Gasoline & Diesel Fuel

8. Additional Information:

The City of Coral Springs, acting as lead agency for the purchase of diesel fuel and unleaded gasoline for the Southeast Florida Governmental Purchasing Cooperative Group has solicited proposals for this necessary commodity, combining the estimated usage of the 32 agencies that chose to participate in this procurement. It is estimated that the value of this contract will exceed \$70 million dollars annually judged by today's prices.

This new fuel contract positions our fuel procurement in the following manner:

1. Contract with a fuel distributor (or "jobber") encouraged to establish a "back-to-back" agreement with a fuel wholesaler, or owner of fuel products at the port, specifically for the contract to be established with the Co-Op Group. An allocation for a percentage of fuel specifically purchased under contract by the Jobber for the Cooperative Group provides a more secure supply chain for our fuel needs than any other method available.
2. Contract with a fuel distributor who has demonstrable capabilities to appropriately administer a contract with 32 different using agencies, deliver fuel quickly and safely, and provide accurate electronic billing.
3. As much as possible, ensure a wide variety of capabilities both in fuel supply sources and available equipment for the steady provision of fuel during declared emergency situations. Capabilities such as significant delivery fleet size, distributor owned fuel farms in the tri-county area, and access to alternative fuel wholesalers, both at Port Everglades and other ports throughout Florida, would be positively viewed.
4. Obtain the required fuels at competitive market rates.

A Request for Proposals process was used for this procurement, in which proposers would be evaluated in all the above mentioned areas using the criteria established in the Request for Proposals.

In order to align our procurements of this important commodity with the marketplace, the following are key issues in the Request for Proposals.

1. The oil price index used as a cost comparison method during the procurement process and to obtain pricing during the contract period, was changed to the OPIS Fuel Index, which is locally oriented and is also the index by which the majority of our prospective proposers purchase the fuel directly from the wholesalers. The price was set to float on a daily basis, again to mirror the marketplace in which our prospective proposers buy fuel.
2. Payment will be made to the Jobber selected via a wire transfer of funds within 15 days of receipt of fuel delivery, in order to eliminate the "float" which occurs when government takes 30-45 days to pay for the fuel that is delivered. The Jobbers are required to pay the wholesaler within ten days of their receipt of the product, and their cost of waiting for our payment for approximately 20 to 30 days requires many

City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: May 21, 2014

Subject: Unleaded Gasoline & Diesel Fuel

of these firms to establish a line of credit to finance this cash flow issue. The cost of that financing is, of course, passed on to the Participating Agencies via higher fuel cost. Payment by wire transfer mitigates this additional cost.

3. Proposers were provided information that a supply contract with a wholesaler or multiple wholesalers would be established specifically for a percentage of the purchases of fuel. Some spot market (daily, open market) buys by any jobber are a necessity in the current fuel market place.

By taking these actions, the Cooperative positioned itself effectively in the fuel marketplace. As a result of these changes, a total of five proposals were received.

Proposals were received from the following firms:

- Mansfield Oil Co
- McMillan Oil Co. of FL, Inc.
- Port Consolidated
- RKA Petroleum Companies, Inc.
- Seminole Tribe of Florida, Inc. d/b/a Askar Oil

The Evaluation Committee for this procurement consisted of:

Voting Members:

- Angelo Salomone, Purchasing Administrator, City of Coral Springs
- Dave Mack, Assistant Fleet Manager, Broward Sheriff's Office
- Mark Alan, Purchasing Agent II, School Board of Broward County
- Tim Garling, Director, Transit Division Broward County
- Paul Strauss, Director of Environmental and Conservation Services, Palm Beach County School Board

Non-Voting Members:

- Paul Stanton, Assistant to Port Director-Petroleum, Broward County Port Everglades
- Neal Kutchera, Petroleum Specialist, Broward County Port Everglades
- Christine Calhoun, Purchasing Agent, Broward County Purchasing
- Rick Torres, purchasing Agent, Broward Sheriff's Office

Based on the evaluation criteria established in the Request for Proposals, the Evaluation Committee reviewed all proposals received and short listed the following three firms for presentations:

- McMillan Oil Co. of FL, Inc.
- Port Consolidated
- Seminole Tribe of Florida, Inc. d/b/a Askar Oil

The Evaluation Committee received best and final offers from the three finalists on May 7, 2014.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: May 21, 2014**

Subject: Unleaded Gasoline & Diesel Fuel

The final ranking of the Evaluation Committee established MacMillan Oil Co. of Florida, Inc. as the top ranked proposer to provide unleaded gasoline and diesel fuel for the Cooperative Group. This ranking was established by the Evaluation Committee for the following reasons:

1. MacMillan Oil Co. currently has supply agreements with several major oil companies, notably Exxon Mobil, Shell/Motiva, Citgo, Sunoco, Volero, Marathon, Trans Montaigne and has arrangements with companies that store fuel in terminals in South Florida.
2. MacMillan Oil Co. has a local bulk plant facility with the capacity to store sufficient fuel to serve its government clients for several days should a shutdown of Port Everglades occur due to a storm situation. They have also contracted storage at a second bulk plant as a backup facility to the existing storage capabilities.
3. MacMillan Oil Co. has decades of experience in providing fuel to government entities. They are a past supplier to the Southeast Florida Governmental Cooperative Group and are the current supplier for Miami-Dade County, south Florida offices of the State of Florida and the City of Plantation. As a past supplier of fuel, MacMillan Oil Company's record of performance and reliability with the Cooperative agencies was excellent.
4. MacMillan Oil Company locally owns a supply of rental tanks and "ISO tanks" with a 6,000 gallon fuel capacity. These mobile tanks can be provided to co-op members and regularly refilled to provide additional fuel capacity during hurricane season or for periods of time when fuel tanks may be taken out of use for repair or replacement by a cooperative agency.
5. MacMillan was the second lowest cost proposer, however with the difference between the lowest cost proposer and MacMillan was less than one half of one percent of the total contract value. It is also within approximately 8/10 of one cent per gallon less expensive than Miami-Dade County for unleaded gasoline. Based on the cost proposals received through our competitive Request for Proposals, and recent pricing received by Miami-Dade County, the Evaluation Committee believes the prices proposed by MacMillan Oil Co. are fair and reasonable and are actually at the low end of the market range.

Based on approval of this Evaluation Committee recommendation, the contract with MacMillan Oil Co. of Florida, Inc. would begin on July 1, 2014. This provides adequate time for the firm to contact each of the Participating Agencies, establish agency contact information, and work towards satisfying the logistical requirements of providing fuel to the Participating Agencies at approximately 100 different fueling sites. MacMillan Oil Co. of Florida, Inc. has executed a Memorandum of Understanding which is attached to this agenda report outlines the requirements of the firm under this contract, along with the operating and payment requirements of the Co-Op Participating Agencies.

Copies to:

T. Planco, Central Stores Coordinator
S. Harbin, Fleet Services Superintendent

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: May 21, 2014**

Subject: Unleaded Gasoline & Diesel Fuel

M. Heller, Director of Financial Services
S. Grant, Deputy City Manager
S. Whitacre, Deputy City Attorney
J. Hearn, City Attorney

MEMORANDUM OF UNDERSTANDING

Between

Southeast Florida Governmental Purchasing Cooperative

And

MacMillan Oil Co. of Florida, Inc.

2955 E. 11 Ave.

Hialeah, FL 33013-3509

This Memorandum of Understanding is made by MacMillan Oil Company of Florida, Inc. (hereinafter "Contractor").

The purpose of this Memorandum of Understanding is to document the covenants, provisions, terms, promises and conditions related to the provision of unleaded gasoline and diesel fuel to the Southeast Florida Governmental Purchasing Cooperative Group (hereinafter "Cooperative") by Contractor. In conjunction with Request for Proposal 14-A-035, dated March 4, 2014, Addendum #1, dated March 11, 2014, Addendum #2, dated March 27, 2014 and Addendum #3 dated April 1, 2014 as incorporated fully herein, and Contractor's Proposal dated April 4, 2014 and Best and Final Offer, dated May 6, 2014 ("Proposal"), as incorporated fully herein, Contractor confirms and agrees as follows:

1. TERM OF CONTRACT:

The initial contract term will begin on July 1, 2014 through March 31, 2017 with the possibility of two (2) additional two (2) year renewals. The length of any renewal period is subject to negotiation with the selected Contractor at the time of contract renewal.

2. SPECIFICATIONS

2.1 Contractor will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

2.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".

2.2 The products supplied must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

3. PRICING METHODOLOGY:

3.1 Prices are F.O.B. delivered expressed as a positive or negative differential from the applicable daily *OPIS* price published in the "OPIS Contract Benchmark File" as described herein *for the date of delivery of product* to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 4, TAXES. **PRICING FOR THE PRODUCTS SHALL BE AS PROVIDED IN EXHIBIT "A".**

3.2 Pricing of Unleaded 87 Octane Gasoline is to be provided using the following methodology:

Daily Published *OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price* (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

See attached *OPIS* pricing pages dated 3/27/14 (Exhibit "B") with indicated pricing listing.

Plus

Positive or Negative differential provided for 87 Octane Unleaded on Exhibit "A". (Differential to be constant regardless of the applicable RVP.)

- 3.3 Pricing of Ultra Low Sulfur Diesel #2 is to be provided using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 **Unbranded Rack Average** prices.

See attached OPIS pricing pages dated 3/27/14 (Exhibit "B") with indicated pricing listing.

Plus

Positive or Negative differential provided for Diesel Fuel #2 Ultra Low Sulfur on Exhibit "A".

- 3.4 The price provided with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 40 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a forty (40) mile radius of Port Everglades may be charged as shown on Exhibit "A". Within the forty (40) mile radius of Port Everglades the provided costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential provided for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.
- 3.5 The Contractor shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The Contractor shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices.
- 3.6 **Alternative Fuels**

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the Contractor to determine if the Contractor has the ability to provide or obtain the alternative fuel. The Co-Op shall provide

the Contractor with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The Contractor shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the Contractor is unable to supply the alternative fuel type, or the Co-Op does not accept the Contractor's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

4. **TAXES:**

- 4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

5. **SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:**

- 5.1 The City reserves the right, based on mutual agreement with the Contractor to substitute an alternate method for price adjustment for a specified, negotiated period of time if:
- A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or
 - B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or
 - C. The use of the OPIS Index prices becomes non-representative of the market.
 - D. The Contractor provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.
- 5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the Contractor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of any contract amendment. No other charges shall be added.

- 5.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.
- 5.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the Contractor will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded Contractor, the City may cancel this contract in whole or in part by giving the Contractor ninety (90) days prior written notice.

6. **INVOICING**

- 6.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Contractor shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

7. **ORDERING & PAYMENT:**

- 7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the Contractor(s) in a manner acceptable to the Contractor; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the Contractor.
- 7.2 The City of Coral Springs Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.
- 7.3 Payment will be *made by each Participating Agency* within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice. Contractor reserves the right to discontinue fuel deliveries to a Participating Agency if invoices are not paid in a timely manner by that Participating Agency.
- 7.4 It is understood and agreed that the City of Coral Springs is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Request for Proposals.
- 7.5 After award of contract to Contractor the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. **REPORTING REQUIREMENTS**

The Contractor shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The Fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency
- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchase@coralsprings.org.

9. **DELIVERY REQUIREMENTS**

For the purposes of this section the term Carrier shall mean the Seller (Contractor) or an independent contractor hired by the Seller (Contractor) for the delivery of fuel to the Participating Agencies.

9.1 **LEGAL REQUIREMENTS:**

- A. **Compliance with Laws and Codes:** Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.
- B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the

means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

- C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

10. **DELIVERY/RESPONSE TIME:**

- A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.
- B. Daily orders shall be placed by e-mail from a Participating Agency representative by 10:00 a.m., Monday through Friday.
- C. Deliveries shall be made within 24 hours of order placement unless the Participating Agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.
- D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the Participating Agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The Participating Agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).
- E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.
- F. **The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.**
- G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the Participating Agency within 2 hours

of the delay occurring so that the Participating Agency can determine if it needs to transfer fuel between its sites to cover delay.

- H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a Participating Agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:
- Bill of lading number.
 - Name of supplier and carrier.
 - Date and time of delivery.
 - Type of fuel delivered.
 - Gross gallons and net gallons delivered.
 - Inches in fuel tank, before and after delivery.
 - Driver's signature.
 - Signature of participating agency employee receiving delivery, unless otherwise indicated.
 - Delivery address.
- I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.
- J. Carrier shall have the ability to fill above-ground tanks.
- K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.
- L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the Participating Agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.
- M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
- N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

- O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

11. **SPILLAGE:**

- A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

12. **PRIORITY DELIVERIES:**

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

13. **WORK SITE SAFETY/SECURITY:**

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

14. **INSURANCE REQUIRED:**

The carrier shall be required to provide evidence of the following minimum amounts of insurance coverage to all participating agencies. During the term of the agreement and prior to each subsequent renewal thereof, the carrier shall provide this evidence to all participating agencies prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance: Carrier shall maintain commercial General Liability Insurance, or similar form, at a limit of liability not less than \$2,000,000 each occurrence for bodily injury, personal injury and property

damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or completed operations, personal injury/advertising, liability, contractual liability and broad form property damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

Business auto policy, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - broadened Coverage for Covered Autos -- Business Auto, Motor Carrier and Truckers coverage Forms Endorsement, at a minimum limit not less than \$2,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$1,000,000, the participating agency reserves the right, but not the obligation to review and request a copy of the carrier's most recent annual report or audited financial statements. The policy shall be endorsed to include "participating agency name" as additional insured. (In this context, the term "autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads). In the event the carrier neither owns nor leases automobiles, the business Auto Liability requirement shall be amended allowing the Carrier to maintain only hired and non-owned auto liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation and Employer's Liability Insurance. The carrier shall maintain Workers' Compensation and Employer's Liability insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the Carrier in the types and amounts required hereunder shall be transmitted to all participating agencies via the insurance company/agent.

Except as to Business auto, worker's compensation and Employer's Liability (and professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include the participating agency as an additional insured.

Further, said certificate(s) shall unequivocally provide thirty (30) days (except 10 days for non-payment) written notice to the participating agency prior to any adverse change, cancellation or non-renewal of coverage thereunder.

It is the responsibility of the carrier to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must


be acceptable to and approved by the participating agency as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respect to the participating agency.

15. **ADDITION OF DELIVERY SITES:**

Each Participating Agency shall be able to add delivery sites to the provided list, with 7 days notice to the seller.

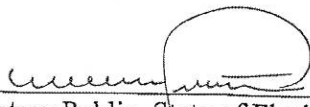
FOR CONTRACTOR

BY: 
AMANCIO ALONSO

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this, the 14 day of may, 2014 by
AMANCIO ALONSO.




Notary Public, State of Florida

Printed, typed or stamped name of Notary Public exactly as commissioned individuals who signed are personally known: no identification produced;

EXHIBIT "A"

MacMillan Oil Company will invoice fuel to participating Co-Op Agencies via the following delivery differential price schedule predicated as indicated in Paragraph 3, "Pricing Methodology" of the Memorandum of Understanding.

Item No.	Description	Transport Delivery differential (+)/(-) per gallon	Tank Wagon Delivery differential (+)/(-) per gallon
1	87 Octane	\$0.0030	\$0.0290
2	Diesel Fuel #2 Ultra Low Sulfur	\$0.0000	\$0.0380
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 40 miles radius of Port Everglades only	\$0.00/each	\$0.00/each

ADDITIONAL FUEL PRODUCTS

Item No.	Description	Transport Delivery differential (+)/(-) per gallon	Tank Wagon Delivery differential (+)/(-) per gallon
1	Midrange Unleaded 89 Octane	\$0.0440	\$0.0730
2	Recreational Unleaded 90 Octane	\$0.0440	\$0.0730
3	Ultra Low Sulfur #2 Red Dye Diesel	\$0.0440	\$0.1430
4	Biodiesel Fuel B5	\$0.0840	\$0.1430
5	Biodiesel Fuel B20	\$0.0840	\$0.1030
6	E85 Fuel Ethanol	\$0.0840	\$0.1030

Notes:

1. MacMillan Oil Company will provide any participating Co-Op Agency a \$.02 per gallon discount for any/all product that is loaded directly from their suppliers in Port Everglades (F.O.B. Port Everglades). Any participating Co-Op Agency wishing to take advantage of this discount must sign-up with MacMillan Oil Company no later than (30) days prior to pulling product to ensure all necessary paperwork and procedures are in place.
2. During the contract period, or any extension thereof, if any Participating Agency wishes to buy required fuel products from Contractor on a fixed price or prepurchase basis, Contractor shall enter into good faith negotiations with that Participating Agency.
3. During any declared emergency situation Contractor will provide mobile fuel storage tanks to any Participating Agency upon request for a period of up to one month at no cost, based on availability of tanks. In a non-emergency situation or for periods of use beyond one month, Contractor will negotiate with each Participating Agency for rental costs.

4. The cost for fuel delivered for emergencies from ports or terminals other than Port Everglades will be reimbursed by the Participating Agency at the actual market freight rate with no mark-up by the Contractor. The Contractor shall provide documentation of their additional freight cost as a condition of reimbursement.

Exhibit "B"

MIAMI, FL

2014-03-27 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CLEAR PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Marathon	b 1-10	-- --	-- --	-- --	-- --	376.16	+ 8.58	03/26	18:00
Marathon	u N-10	-- --	-- --	-- --	-- --	371.40	+ 8.50	03/26	18:00
Valero	b 1-10	-- --	-- --	-- --	-- --	370.95	+ 8.50	03/26	18:00
Valero	u N-10	-- --	-- --	-- --	-- --	375.50	+12.35	03/26	18:00
LOW RACK		-- --	-- --	-- --	-- --	370.95			
HIGH RACK		-- --	-- --	-- --	-- --	376.16			
RACK AVG		-- --	-- --	-- --	-- --	373.50			
FOB COLONIAL		270.015	-- --	-- --	-- --	-- --			
FOB MIAMI		-- --	-- --	-- --	-- --	304.38			
BRD LOW RACK		-- --	-- --	-- --	-- --	370.95			
BRD HIGH RACK		-- --	-- --	-- --	-- --	376.16			
BRD RACK AVG		-- --	-- --	-- --	-- --	373.56			
UBD LOW RACK		-- --	-- --	-- --	-- --	371.40			
UBD HIGH RACK		-- --	-- --	-- --	-- --	375.50			
UBD RACK AVG		-- --	-- --	-- --	-- --	373.45			
CONT AVG-03/27		-- --	-- --	-- --	-- --	373.50			
CONT LOW-03/27		-- --	-- --	-- --	-- --	370.95			
CONT HIGH-03/27		-- --	-- --	-- --	-- --	376.16			

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CLOE ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Valero	b 1-10	291.85	+12.75	304.35	+12.75	329.35	+12.75	03/26	18:00
BP	b 1-10	291.86	+10.62	304.56	+10.62	329.76	+10.62	03/26	18:00
Sunoco	b 1-10	292.04	+12.99	304.04	+12.99	329.40	+13.29	03/26	18:00
Marathon	b 1-10	292.42	+10.60	304.75	+10.61	329.39	+10.60	03/26	18:00
MPC2	b 1-10	292.42	+10.60	304.90	+10.61	329.85	+10.61	03/26	18:00
Citgo	b 1-10	293.10	+12.70	305.45	+12.70	330.15	+12.70	03/26	18:00
Shell	b 1-10	293.35	+12.72	305.47	+12.72	330.73	+12.73	03/26	18:00
Chevron	b 1t45c	293.60	+12.00	306.10	+12.00	331.60	+12.00	03/26	18:00
Taxaco	b 1t45c	293.60	+12.00	306.10	+12.00	331.60	+12.00	03/26	18:00
KOM	b 1-10	294.50	+12.30	306.80	+12.30	333.00	+12.30	03/26	19:00
Marathon	u N-10	297.95	+ 8.50	316.28	+ 8.50	352.95	+ 8.50	03/26	18:00
Shell	u N-10	301.45	+11.80	313.45	+11.80	337.45	+11.80	03/26	18:00
TransMont	u N-10	301.77	+18.05	317.37	+14.49	347.90	+ 7.91	03/26	18:00
FlntHlsRs	u N-10	303.15	+11.05	315.15	+11.05	348.15	+11.05	03/26	18:00
Colonial	u N-10	304.60	+ 2.50	-- --	-- --	350.60	+ 3.60	03/26	23:00
Valero	u N-10	304.70	+ 4.05	321.70	+ 4.05	354.70	+ 4.05	03/26	18:00
Citgo	u 1-10	311.05	+11.20	326.25	+11.20	356.55	+11.20	03/26	18:00
Global	u 1-10	321.39	+11.80	327.85	+ 9.37	341.87	+11.92	03/27	00:01
LOW RACK		291.85		304.04		329.35			
HIGH RACK		321.39		327.85		356.55			
RACK AVG		298.60		311.21		338.61			
FOB MIAMI		287.86	-- --	-- --	-- --	-- --			
BRD LOW RACK		291.85		304.04		329.35			
BRD HIGH RACK		294.50		306.80		333.00			
BRD RACK AVG		292.87		305.25		330.48			
UBD LOW RACK		297.95		313.45		337.45			
UBD HIGH RACK		321.39		327.85		356.55			
UBD RACK AVG		303.76		319.72		348.77			
CONT AVG-03/27		298.60		311.21		338.61			
CONT LOW-03/27		291.85		304.04		329.35			
CONT HIGH-03/27		321.39		327.85		356.55			
LOW RETAIL		351.03							
AVG RETAIL		364.47							
LOW RETAIL EX-TAX		295.95							
AVG RETAIL EX-TAX		309.38							

MIAMI, FL

2014-03-27 10:00:14 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.1	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	308.82	.50					03/26	18:00
Shell	b 1-10	311.94	.51					03/26	18:00
Marathon	u N-10	312.30	1.85					03/26	18:00
Global	u 1-10	312.65	.50					03/26	18:00
TransMont	u N-10	313.54	.25					03/26	18:00
BP	b 1-10	314.31	.85					03/26	18:00
Colonial	u N-10	314.70	.40					03/26	18:00
Valero	u N-10	315.30	.80					03/26	18:00
PlntHlsRs	u N-10	316.10	.25					03/26	18:00
Marathon	b 1-10	316.31	1.87					03/26	18:00
Valero	b 1-10	318.05	.50					03/26	18:00
Coastal	b 1-10	318.08	.78					03/26	18:00
Sunoco	b 1-10	318.08	.78					03/26	18:00
Chevron	b 1t45c	318.10	.20					03/26	18:00
Texaco	b 1t45c	318.10	.20					03/26	18:00
XOM	b 1-10	318.72	.22					03/26	19:00
Citgo	b 1-10	324.70	2.00					03/25	18:00
Citgo	u 1-10	324.70	2.00					03/25	18:00
LOW RACK		308.82							
HIGH RACK		324.70							
RACK AVG		316.36							
FOB COLONIAL		288.515							
FOB MIAMI		295.45							
BRD LOW RACK		311.94							
BRD HIGH RACK		324.70							
BRD RACK AVG		317.64							
UBD LOW RACK		308.82							
UBD HIGH RACK		324.70							
UBD RACK AVG		316.76							
CONT AVG-03/27		316.36							
CONT LOW-03/27		308.82							
CONT HIGH-03/27		324.70							

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	309.32	.50					03/26	18:00
Marathon	u N-10	312.80	1.85					03/26	18:00
Global	u 1-10	313.15	.51					03/26	18:00
TransMont	u N-10	314.04	.25					03/26	18:00
BP	b 1-10	314.81	.85					03/26	18:00
Colonial	u N-10	315.20	.40					03/26	18:00
Valero	u N-10	315.70	.80					03/26	18:00
Marathon	b 1-10	316.82	1.87					03/26	18:00
PlntHlsRs	u N-10	316.85	.25					03/26	18:00
Coastal	b 1-10	318.58	.78					03/26	18:00
Sunoco	b 1-10	318.58	.78					03/26	18:00
Chevron	b 1t45c	318.60	.20					03/26	18:00
Texaco	b 1t45c	318.60	.20					03/26	18:00
Citgo	b 1-10	325.10	2.00					03/25	18:00
Citgo	u 1-10	325.10	2.00					03/25	18:00
LOW RACK		309.32							
HIGH RACK		325.10							
RACK AVG		316.88							
FOB MIAMI		295.80							
BRD LOW RACK		314.81							
BRD HIGH RACK		325.10							
BRD RACK AVG		318.73							
UBD LOW RACK		309.32							
UBD HIGH RACK		325.10							
UBD RACK AVG		315.27							
CONT AVG-03/27		316.88							
CONT LOW-03/27		309.32							
CONT HIGH-03/27		325.10							

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