

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ORDINANCE NO. 2022- 30**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE SERVICE CONTRACT NO. 1356 BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE AND DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Service Contract between the City of Pompano Beach and Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Port Consolidated, Inc.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 8th day of February, 2022.

**PASSED SECOND READING** this 22nd day of February, 2022.

DocuSigned by:  
*Rex Hardin*  
502CB780EB3F480...

**REX HARDIN, MAYOR**

**ATTEST:**

DocuSigned by:  
*Asceleta Hammond*  
62AB0835850F4A1...

**ASCELETA HAMMOND, CITY CLERK**

/jrm  
1/20/22  
L:ord/2022-103

DocuSigned by:



## SERVICE CONTRACT No. 1356

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**THIS AGREEMENT** is made and entered into on February 24, 2022, by the City of Pompano Beach (“City”) and Port Consolidated, Inc., a (“Contractor”).

**WHEREAS**, City requires the purchase and delivery of unleaded gasoline and diesel fuel, which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth; and

**WHEREAS**, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and condition of RFP E-03-22; and

**WHEREAS**, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit “A” – RFP E-03-22; Exhibit “B” – Proposal of Port Consolidated, Inc.; Exhibit “C” – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit “A” (RFP E-03-22), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment “B” of RFP E-03-22, (“Participating Agencies”), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of five years commencing March 15, 2022 and ending March 14, 2027.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

B. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph V.11 of RFP E-03-22. All payments by the City and Participating Agencies, shall be made after the service has been provided.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Robert McCaughan and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

**If to Contractor:** Donald R. Carlton, Jr., President  
P.O. Box 350430 Fort Lauderdale,  
33335 Office:  
Email: (800) 683-5823  
dcarlton@portconsolidated.com

**If to City:** Robert McCaughan, Contract Administrator  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-4097  
Email: Robert.McCaughan@copbfl.com

**With a copy to:** Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954-786-5574  
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized



representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

37. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

DocuSigned by:  
*Asceleta Hammond*  
82A6C835850F4A\* ...  
\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

DocuSigned by:  
*Rex Hardin*  
502C8780EB3F480...  
By: \_\_\_\_\_  
REX HARDIN, MAYOR

DocuSigned by:  
*Gregory P. Harrison*  
7052A67F15A44C8...  
By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:  
*Mark E. Berman*  
B4DD5E1CDA804A1...  
\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)



**"CONTRACTOR"**

Port Consolidated, Inc.

Witnesses:

Michael A. Simmons  
MICHAEL A. Simmons  
(Print or Type Name)

Noel D Hardy  
Noel D Hardy  
(Print or Type Name)

By:

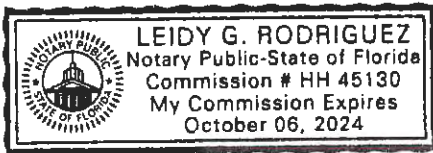
Donald R. Carlton, Jr., President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19<sup>th</sup> day of January, 2022, by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Leidy G. Rodriguez  
NOTARY PUBLIC, STATE OF FLORIDA

Leidy G. Rodriguez  
(Name of Acknowledger Typed, Printed or Stamped)

HH 45130  
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
E-03-22**

**UNLEADED GASOLINE & DIESEL FUEL  
FOR SOUTHEAST FLORIDA GOVERNMENTAL  
PURCHASING COOPERATIVE GROUP**

**OPENING: NOVEMBER 29, 2021, 2:00:00 P.M.**

**Virtual Zoom Meeting**

**For access go to:**

**<https://pompanobeachfl.gov/pages/meetings>**



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

### TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

### Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the Lead Agency.
- Each participating governmental entity will use the Lead Agency's contract and terms as executed, for its purchase orders. Furthermore each participating governmental entity will issue its own purchase orders for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- Awarded Contractor agrees that the contract/purchase order terms of each entity will prevail for the individual participating entity should there be any conflicts between the Lead Agency's resulting contract and participating governmental entities contract/purchase order terms. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Awarded Contractor(s) shall be responsible for advising the Lead Agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), Contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida



Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the Lead Agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the Lead Agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**“WORKING TOGETHER TO REDUCE COSTS”**

Issued: October 28, 2021

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
E-03-22  
UNLEADED GASOLINE & DIESEL FUEL  
FOR SOUTHEAST FLORIDA GOVERNMENTAL  
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), November 29, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/meetings> to find the link.

### **Introduction**

The City intends to establish a contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the Lead Agency for the Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

### **A. Objectives**

1. Contract for diesel and unleaded gasoline products with suppliers that have access to volumes of substantial petroleum products at a minimum in Port Everglades either via contractual allocations or direct ownership, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain fuels at competitive market rates.

### **B. Scope Of Services and Attachments**

Attachment "A" – Specifications and Requirements  
Attachment "B" – Delivery Locations-Tank Size.  
Attachment "C" – Current Port Consolidated Contract  
Attachment "D" – Cooperative Volume Report

Attachment "E" – Applicable Fuel Taxes  
Attachment "F" – Sample Invoice

**C. Responsiveness and Responsibility items:**

**Responsiveness.** The following items must be provided by Proposers with their Proposal. At the discretion of the Lead Agency's General Services Director, the Lead Agency reserves the right, after the opening of the RFP, but prior to the start of evaluations of Proposals, to request a missing or corrupted item(s) of a Proposer. Proposer must provide said item no later than three (3) business days after such request is made by Lead Agency. Failure to provide these items shall result in the Proposer being deemed non-responsive, and its Proposal disqualified. Proposer must provide the following with its Proposals:

- a. Documentation evidencing specialized experience in the delivery of products and demonstrate a capability to provide the products to the Cooperative entire geographical area (including, but not limited to Miami-Dade, Broward and Palm Beach Counties).
- b. References of representative customers of comparable size and scope to the Cooperative for which the Proposer supplies product. Reference list must include names and addresses of each customer's contact (email, phone number, address, etc.) and description of current business relationship.
- c. Proof that Proposer can meet the included estimated product usage requirements of the Cooperative's participating agencies. If the Proposer is not a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

**Responsibility.** The following items shall be used by the City to evaluate each Proposer's responsibility:

- a. Licenses required for the services.
- b. City reserves the right during evaluation and up to negotiations with the Successful Proposer to request financial information to determine Proposer's financial solvency and ability to fulfill delivery of the product during the term of the contract.
- c. Proposer's past performance, including any feedback from references.
- d. City will review the Proposer's business organization to confirm that it is in good standing with the Florida Department of State, Division of Corporations based on the information provided in the Proposer's response.
- e. Disclose of any litigation within the past five (5) years arising out of your company's performance. City reserves the right, at its sole discretion, to deem a Proposer non-responsible and disqualify the Proposer.

**D. Participating Agencies**

Refer to Attachment B - Delivery Locations-Tank Size.

**E. Term of Contract**

City reserves the right to negotiate up to a five-year contract with the Successful Proposer, renewals, or any term that the City deems best meets its needs and the needs of the Cooperative.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor must continue to deliver and provide services upon the request of the City's General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City. This paragraph shall survive the expiration of the contract.

**F. Required Proposal Submittal****Submission/Format Requirements**

Sealed Proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the Proposal:** In order to maintain comparability and expedite the review process, it is required that Proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the company. The letter should present an overview of the Proposer's organization and will include the company's name, address, principal contact person for this Proposal, e-mail address, phone number, and fax number. A brief description of the company's history and corporate affiliations.
2. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.
3. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the Proposal. Proposers should

describe in detail any product volume purchase requirements which would be required of **each participating agency** on a monthly basis.

4. ***Contingency plan of action. Companies should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***
5. Price Proposal: Submit your firm, fixed price Proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the Proposal response.
6. Proposers may include additional services, such as the ability of the Lead Agency and Cooperative to pre-purchase fuel or lease storage space for fuel as part of a comprehensive Emergency Plan.
7. Responsiveness and Responsibility items as described above.
8. Alternate Proposals:
  - a. An option is afforded to all Proposers to submit, in addition to their original Proposal, an alternate Proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative Proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.
  - b. For the potential use of some participating agencies, the opportunity is afforded to all Proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
    - i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
    - ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.
  - c. Proposers wishing to provide an alternate Proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of

standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential Proposers shall become part of this RFP and any resulting contract.

**City Forms:**

The RFP Proposer Information Page Form must be signed by an authorized company representative and included with the Proposal that is electronically submitted through the City's eBid System.

**G. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division at (954) 786-4098. If the contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

Throughout the term of this Contract, Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Contract.
  - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum \$2,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form  
— owned  
— hired  
— non-owned

**REAL & PERSONAL PROPERTY**

— comprehensive form Agent must show proof they have this coverage.

<b>EXCESS LIABILITY</b>		Per Occurrence Aggregate	
XX	other than umbrella bodily injury and property damage combined	\$4,000,000	\$4,000,000
<b>PROFESSIONAL LIABILITY</b>		Per Occurrence Aggregate	
___	* Policy to be written on a claims made basis	\$2,000,000	\$2,000,000

- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage;
  - c. Effective and expiration dates of policies; and
  - d. A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.
6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

The Successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award



of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

#### **H. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified company. The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria:

	<b><u>Criteria</u></b>	<b><u>Point Range</u></b>
<b>1.</b>	<b>Company Qualifications and Capabilities</b> (Factors including but not limited to those identified below)	<b>0-35</b>
	<ul style="list-style-type: none"> <li>Fuel supply delivery capability from Port Everglades</li> <li>Delivery capabilities, such as transportation fleet and personnel</li> </ul>	
<b>2.</b>	<b>Emergency Supply Capabilities</b> (Factors including but not limited to those identified below)	<b>0-30</b>
	<ul style="list-style-type: none"> <li>Control of storage facilities in Tri-County area, and surrounding Counties</li> <li>Contingency plan of action</li> <li>Availability of additional emergency storage outside the vicinity of the Tri-County area and surrounding Counties</li> <li>Availability of trucks and drivers from outside the Tri-County and surrounding counties</li> <li>Percentage of supply contracted with fuel terminals versus spot purchases based on supplied volume report</li> </ul>	
<b>3.</b>	<b>References</b> (Factors including but not limited to the following)	<b>0-10</b>
	<ul style="list-style-type: none"> <li>Years servicing each referenced customer</li> <li>Number of locations that the Proposer services for the referenced customer and their capacity</li> </ul>	
<b>4.</b>	<b>Cost</b>	<b>0-25</b>
	<b>Total</b>	<b>0-100</b>

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company should submit documentation that evidences the company's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the Proposal and meet company representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three companies deemed to be the most highly qualified to perform the service. If three or fewer companies respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**I. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**J. Right to Audit**

Successful Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers), originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Successful Proposer or any of its payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective

date of the contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Successful Proposer pursuant to the contract.

City's agent or its authorized representative shall have access to the Successful Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Successful Proposer shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Successful Proposer pursuant to the contract.

**K. Retention of Records and Right to Access**

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - a. Keep and maintain public records required by the City in order to perform the service;
  - b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
  - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

3. The Successful Proposer shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Successful Proposer must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The Successful Proposer shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

**L. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the company as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from companies that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of companies.

**M. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**N. Independent Contractor**

The Successful Proposer will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the Successful Proposer shall be by employees of the company and subject to supervision by the company, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the company.

**O. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**P. Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the Successful Proposer's Proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**Q. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**R. Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**S. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the delivery of product and services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**T. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than one hundred and twenty days (120) days from the closing date of this solicitation.

**U. RFP Conditions and Provisions**

The completed Proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a Proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All Proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this Proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the Proposal.

The City reserves the right to postpone or cancel this RFP, or reject all Proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all Proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of Proposals or for any work performed in connection therein.

**V. Standard Provisions****2. Licenses**

In order to perform public work, the Successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

**3. Conflict of Interest**

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

**4. Drug Free Workplace**

The Successful Proposer will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Successful Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Successful Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Successful Proposer will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the Proposer will in no way relieve the company from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its Proposal without prejudice no later than the advertised deadline for submission of Proposals by using the "Retract" feature of the City's eBid System..

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the Proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or

personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payments 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.

W. Questions and Communication

Each Proposer will examine all Request for Proposal (RFP) documents and will judge all matters relating to the adequacy and accuracy of such documents. All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.



**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

***RFP*** \_\_\_\_\_, \_\_\_\_\_  
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this Proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this Proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

**RFP E-03-22**  
**UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST**  
**FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

**ATTACHMENT “A”**  
**SPECIFICATIONS & REQUIREMENTS**

The table included in Attachment “B” provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated monthly usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer 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.

1.2 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”.
- Bulk Diesel Fuel Exhaust Fluid (DEF)

1.3 The products supplied as a result of this Request for Proposals 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.

## 2. PRICING METHODOLOGY:

- 2.1 Prices proposed are to be 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 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	\$ . _____	\$ . _____
2	Diesel Fuel #2 Ultra Low Sulfur	\$ . _____	\$ . _____
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 30-mile radius of Port Everglades only.	\$ . _____ /each	\$ . _____ /each

\* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

- 2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed 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).

### Plus

Positive or Negative differential proposed for 87 Octane Unleaded per Section 2.1. (Differential to be constant regardless of the applicable RVP.)

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

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

### Plus

- Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.
- 2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed 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 firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.
- 2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer 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. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)
- 2.6 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 selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer 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 selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.
- However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.
- 2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

### 3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

### 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.
- 4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

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

- 5.1 The City reserves the right, based on mutual agreement with the successful proposer, 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 Successful Proposer 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 vendor'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 the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

- 5.3 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(s) 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(s), the City may cancel this contract in whole or in part by giving the contractor(s) 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. Successful proposer 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 successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.
- 7.2 The City of Pompano Beach 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.
- 7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.
- 7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

The selected Proposer 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: [purchasing@copbfl.com](mailto:purchasing@copbfl.com).

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

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

10.1 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.

11. 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.

12. SPILLAGE:

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.

11. 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.

**Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.**

12. 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.

13. ADDITION OF DELIVERY SITES:

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

RFP E-03-22			Attachment "B"	10/27/2021	
DIESEL FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Broward County					
BCTD	Joyce Mack	954 357-8423	3201 W Copans Rd., Pompano Bch.	490,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	200,000	Below
BCFM			Main Courthouse Shop	4,000	
			N Regional courthouse	550	
			Midrise	6,000	
			Main Library	5,000	
			S Regional Courthouse	550	
			Public Safety Bldg 1	10,000	
			Public Safety Bldg 2	2,500	
			Public Safety Bldg 3	1,000	
			W Regional Courthouse	610	
			Medical Examiner	4,000	
			Booher Bldg.	1,000	
			EOC	15,000	
			BCGC West Tank 1	10,000	
			BCGC West Tank 2	10,000	
			1200 Garage	550	
			Gov. Center	2,000	
			Central Warehouse	275	
			NW Regional Library	100	
			Mental Health	375	
			N Homeless Shelter	310	
			Hughes Bldg.	100	
			African American Library	155	
			S Regional Maint Ctr	200	
	Roger Jeremiah	954 357-6112	Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315	527	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCFS	Dan Smith/Desiree Antonucci	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	10,000	Below
	Dan Smith/Patrick Irving	954 357-5443/5441	Fleet Svc Ctr #3 1600 Blount Rd., Pompano Bch 33069	16,000	Below
	Dan Smith	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Billy Catlow	954-831-0865	WWS 2555 W Copans Rd., Pompano Bch 33069	10,000	Below
	Brian McLaughlin	954 357-5181	CB Smith Pk 900 N Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Roger Underwood	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue, Ft. Lauderdale 33315	12,000	Below
	Sonia McKenzie	954 765-4062 x229	Mosquito Ctrl 1200 Airport Road., Pembroke Pines 33023	2,500	Below
	Staff	954-359-0792	Airport Fire Rescue 250 Tamiami Dr Gate 100, Ft. Lauderdale 33155	1,500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	1,000	Above
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	City Hall, 201 W Palmetto Park Rd	1,000	Above
			BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
			Fire Station 1, 1151 N Federal Hwy	1,000	Above
			Fire Station 5, 2333 W Glades Rd	1,000	Above
			Police Services, 100 NW Boca Raton Blvd	2,000	Below
			6500 Bldg., 6500 Congress Ave.	6,000	Above
			Sugar Sand, 300 S Military Trail	550	Above
			Downtown Library, 400 NW 2nd Ave.	3,200	Above
			Spanish River, 3001 N Ocean Blvd.	250	Above
	Ramy Maharaj	561 338-7316	Tank 55A, 1401 Glades Rd dyed diesel	6,000	Above
		dyed diesel	Yamato Rd Generator Bldg. 2150 NW 51 St	6,000	Above
		dyed diesel	18th St. Booster Pump Sta, 1700 SW 18th St	2,000	Above
	Juan Garland	561 212-5402	Dredge-Boca Raton Inlet, A1A at Camino Real	1,000	Above
	Harri Mangroo	561 416-3382	Fire Support Generators, 800 Banyan Trail	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station 2 Generator - 903 W Palmetto Park Rd	500	Above
			Fire Station 3 Generator - 100 S Ocean Dr.	500	Above
			Fire Station 4 Generator - 351 NW 51 St	500	Above
			Fire Station 6 Generator - 1901 Clint Moore Rd.	400	Above
			Fire Station 7 Generator, 3001 W Yamato Rd.	500	Above
			Fire Station 8 Generator, 190 SW 18 St	500	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance					
Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	24000	Below
Vehicle Maintenance					
Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	24000	Below
Vehicle Maintenance					
Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	24000	Below
Vehicle Maintenance					
Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	24000	Below
Vehicle Maintenance					
Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	24000	Below
SBBC diesel generators					
Arthur R. Ashe, Jr. Middle (primary public shelter)	Becky Edwards	(754) 321-4750	1701 NW 23 Avenue, Fort Lauderdale, FL 33311	389	
Atlantic Technical Center	Becky Edwards	(754) 321-4750	4700 Coconut Creek Parkway, Coconut Creek, FL 33063	250	
Attucks Middle	Becky Edwards	(754) 321-4750	3500 North 22 Avenue, Hollywood, FL 33020	550	
BECON/Instructional TV (mobile unit)	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	150	Above
BECON/Instructional TV (TV tower)	Becky Edwards	(754) 321-4750	4991 SW 28 Street, Hollywood, FL 33023	900	
Boyd Anderson High	Becky Edwards	(754) 321-4750	3050 NW 41 Street, Lauderdale Lakes, FL 33309	1060	
Broadview Elementary	Becky Edwards	(754) 321-4750	1800 SW 62 Avenue, Pompano Beach, FL 33068	75	
Central Park Elementary	Becky Edwards	(754) 321-4750	777 North Nob Hill Road, Plantation, FL 33324	250	
Coconut Creek High	Becky Edwards	(754) 321-4750	1400 NW 44 Avenue, Coconut Creek, FL 33066	366	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Glades High (primary public shelter)	Becky Edwards	(754) 321-4750	2700 Sportsplex Drive, Coral Springs, FL 33065	380	
Coral Park Elementary	Becky Edwards	(754) 321-4750	8401 Westview Drive, Coral Springs, FL 33067	1000	
Country Hills Elementary	Becky Edwards	(754) 321-4750	10550 Westview Drive, Coral Springs, FL 33076	500	
Country Isles Elementary	Becky Edwards	(754) 321-4750	2300 Country Isles Road, Weston, FL 33326	550	
Cresthaven Elementary	Becky Edwards	(754) 321-4750	801 NE 25 Street, Pompano Beach, FL 33064	250	
Cypress Bay High	Becky Edwards	(754) 321-4750	18600 Vista Park Blvd., Weston, FL 33332	500	
William Dandy Middle	Becky Edwards	(754) 321-4750	2400 NW 26 Street, Fort Lauderdale, FL 33311	370	
Dillard Elementary	Becky Edwards	(754) 321-4750	2330 NW 12 Court, Fort Lauderdale, FL 33311	250	
Dillard High Performing Arts	Becky Edwards	(754) 321-4750	2501 NW 11 Street, Fort Lauderdale, FL 33311	600	
Discovery Elementary	Becky Edwards	(754) 321-4750	8800 NW 54 Court, Sunrise, FL 33351	660	
Charles Drew Elementary	Becky Edwards	(754) 321-4750	1000 NW 31 Avenue, Pompano Beach, FL 33069	250	
Driftwood Middle	Becky Edwards	(754) 321-4750	2751 N 70 Terrace, Hollywood, FL 33024	390	
Blanche Ely High	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High Performing Arts	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High (new campus wing)	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	700	
Endeavor Primary Learning Center Elementary	Becky Edwards	(754) 321-4750	2701 NW 56 Terrace, Lauderhill, FL 33313	172	
Everglades High (secondary public shelter)	Becky Edwards	(754) 321-4750	17100 SW 48 Court, Miramar, FL 33027	530	
Flamingo Elementary	Becky Edwards	(754) 321-4750	1130 SW 133 Avenue, Davie, FL 33325	119	
Forest Glen Middle	Becky Edwards	(754) 321-4750	6501 Turtle Run Blvd., Coral Springs, FL 33067	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	525	
Hallandale Elementary	Becky Edwards	(754) 321-4750	900 SW 8 Street, Hallandale Beach, FL 33009	400	
Hawkes Bluff Elementary	Becky Edwards	(754) 321-4750	5900 SW 160 Avenue, Southwest Ranches, FL 33331	450	
Heron Heights Elementary	Becky Edwards	(754) 321-4750	11010 Nob Hill Road, Parkland, FL 33076	500	
Hollywood Central Elementary	Becky Edwards	(754) 321-4750	1700 Monroe Street, Hollywood, FL 33020	300	
Hollywood Hills Elementary	Becky Edwards	(754) 321-4750	3501 Taft Street, Hollywood, FL 33021	390	
Hollywood Park Elementary	Becky Edwards	(754) 321-4750	901 North 69 Way, Hollywood, FL 33024	180	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
James S. Hunt Elementary	Becky Edwards	(754) 321-4750	7800 NW 35 Court, Coral Springs, FL 33065	78	
Indian Ridge Middle (special needs public shelter) (2 each)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	500 (2 each)	
Indian Ridge Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	5200	
Indian Trace Elementary	Becky Edwards	(754) 321-4750	400 Indian Trace, Weston, FL 33326	250	
William T. McFatter Technical Center	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	350	
McNicol Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1602 South 27 Avenue, Hollywood, FL 33020	5200	
Miramar Elementary	Becky Edwards	(754) 321-4750	6831 SW 26 Street, Miramar, FL 33023	270	
Miramar High	Becky Edwards	(754) 321-4750	3601 SW 89 Avenue, Miramar, FL 33025	365	
Mobile Unit (45 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	79	Above
Mobile Unit (80 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (125kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (140kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	200	Above
Mobile Units (300 kW) (3 each)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400 (3 each)	Above
Mobile Unit (400 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400	Above
Mobile Unit (1750 kW)	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	2500	Above
Mobile Units (230kW) (3 each)	Becky Edwards	(754) 321-4750	Bad condition. Slated for salvage.	200 ( 3 each)	Above
Monarch High (primary public shelter)	Becky Edwards	(754) 321-4750	5050 West Wiles Road, Coconut Creek, FL 33073	366	
New Renaissance Middle (primary public shelter)	Becky Edwards	(754) 321-4750	10701 Miramar Blvd., Miramar, FL 33025	550	
New River Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	3100 Riverland Road, Fort Lauderdale, FL 33312	1100	
North Area Bus Terminal	Becky Edwards	(754) 321-4750	2300 NW 18 Street Pompano Beach, FL 33062	400	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Northeast High	Becky Edwards	(754) 321-4750	700 NE 56 Street, Oakland Park, FL 33334	1475	
Nova Eisenhower Elementary	Becky Edwards	(754) 321-4750	6501 SW 39 Street, Davie, FL 33314	500	
Olsen Middle	Becky Edwards	(754) 321-4750	330 SE 11 Terrace, Dania Beach, FL 33004	500	
Palm Cove Elementary	Becky Edwards	(754) 321-4750	11601 Washington Street, Pembroke Pines, FL 33025	270	
Park Springs Elementary	Becky Edwards	(754) 321-4750	5800 NW 66 Terrace, Coral Springs, FL 33067	250	
Henry D. Perry Middle	Becky Edwards	(754) 321-4750	3400 Wildcat Way, Miramar, FL 33023	560	
Pines Middle	Becky Edwards	(754) 321-4750	200 North Douglas Road, Pembroke Pines, FL 33024	366	
Pompano Beach Middle	Becky Edwards	(754) 321-4750	310 NE 6 Street, Pompano Beach, FL 33060	308	
Quiet Waters Elementary	Becky Edwards	(754) 321-4750	4150 West Hillsboro Blvd., Deerfield Beach, FL 33442	250	
Ramblewood Elementary	Becky Edwards	(754) 321-4750	8950 Shadowood Blvd., Coral Springs, FL 33071	145	
Riverland Elementary	Becky Edwards	(754) 321-4750	2600 SW 11 Court, Fort Lauderdale, FL 33312	250	
Riverside Elementary	Becky Edwards	(754) 321-4750	11450 Riverside Drive, Coral Springs, FL 33071	550	
Rock Island Elementary	Becky Edwards	(754) 321-4750	2350 NW 19 Street, Fort Lauderdale, FL 33311	389	
Safety Department	Becky Edwards	(754) 321-4750	4200 NW 10 Avenue, Fort Lauderdale, FL 33309	4000	
Sanders Park Elementary	Becky Edwards	(754) 321-4750	800 NW 16 Street, Pompano Beach, FL 33060	90	
Sandpiper Elementary	Becky Edwards	(754) 321-4750	3700 Noth Hiatus Road, Sunrise, FL 33351	550	
Sawgrass Springs Middle	Becky Edwards	(754) 321-4750	12500 West Sample Road, Coral Springs, FL 33065	500	
Sea Castle Elementary	Becky Edwards	(754) 321-4750	9600 Miramar Blvd., Miramar, FL 33025	250	
Sheridan Technical Center	Becky Edwards	(754) 321-4750	5400 Sheridan Street, Hollywood, FL 33021	280	
Silver Lakes Middle	Becky Edwards	(754) 321-4750	7600 Tam O'Shanter Blvd., North Lauderdale, FL 33068	137	
Silver Ridge Elementary	Becky Edwards	(754) 321-4750	9100 SW 36 Street, Davie, FL 33328	550	
Silver Trail Middle (primary public shelter) (2 each)	Becky Edwards	(754) 321-4750	18300 Sheridan Street, Southwest Ranches, FL 33331	500 (2 each)	
South Area Bus Terminal	Becky Edwards	(754) 321-4750	900 South University Drive, Pembroke Pines, FL 33025	500	
South Broward High	Becky Edwards	(754) 321-4750	1901 North Federal Highway, Hollywood, FL 33020	358	
South Plantation High	Becky Edwards	(754) 321-4750	1300 Paladin Way, Plantation, FL 33317	400	
Southwest Bus Terminal (Garage)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	2700	
Southwest Bus Terminal (Transportation Building)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	3500	
Stirling Elementary	Becky Edwards	(754) 321-4750	5500 Stirling Road, Hollywood, FL 33021	250	



					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Marjory Stoneman Douglas High	Becky Edwards	(754) 321-4750	5901 Pine Island Road, Parkland, FL 33067	500	
Sunrise Middle	Becky Edwards	(754) 321-4750	1750 NE 14 Street, Fort Lauderdale, FL 33304	450	
Sunset Learning Center (special needs public shelter)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	350	
Sunset Learning Center (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	4100	
Sunshine Elementary	Becky Edwards	(754) 321-4750	7737 W La Salle Blvd., Miramar, FL 33023	315	
J.P. Taravella High	Becky Edwards	(754) 321-4750	10600 Riverside Drive, Coral Springs, FL 33071	500	
Technology and Support Services Center	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	4000	
Technology and Support Services Center Annex	Becky Edwards	(754) 321-4750	7770 West Oakland Park Blvd., Sunrise, FL 33351	194	Above
Tequesta Trace Middle	Becky Edwards	(754) 321-4750	1800 Indian Trace, Weston, FL 33326	500	
Vehicle Maintenance Department (fuel pumps)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	170	
Vehicle Maintenance Department (Main Office)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	500	
West Broward High	Becky Edwards	(754) 321-4750	500 NW 209 Avenue, Pembroke Pines, FL 33029	500	
West Hollywood Elementary	Becky Edwards	(754) 321-4750	6301 Hollywood Blvd., Hollywood, FL 33024	270	
Westglades Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	11000 Holmberg Road, Parkland, FL 33076	612	
Westpine Middle	Becky Edwards	(754) 321-4750	9393 NW 50 Street, Sunrise, FL 33351	540	
Wilton Manors Elementary	Becky Edwards	(754) 321-4750	2401 NE 3 Avenue, Wilton Manors, FL 33305	250	
Winston Park Elementary	Becky Edwards	(754) 321-4750	4000 Winston Park Blvd., Coconut Creek, FL 33073	250	
K.C. Wright Administration Center	Becky Edwards	(754) 321-4750	600 SE 3 Avenue, Fort Lauderdale, FL 33301	4000	
Virginia Shuman Young Elementary	Becky Edwards	(754) 321-4750	101 NE 11 Avenue, Fort Lauderdale, FL 33301	300	

					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Walter C. Young Middle and Resource Center	Becky Edwards	(754) 321-4750	901 NW 129 Avenue, Pembroke Pines, FL 33028	580	
Zone 1 Physical Plant Operations (North Area)	Becky Edwards	(754) 321-4750	6501 NW 15 Avenue, Fort Lauderdale, FL 33309	500	
Broward County Sheriff	Brady Carbocci	954 497-1440	2001 NW 31 Ave, Lauderdale Lakes	6,000	Below
			3801 NE 5th Ave, Oakland Pk	10,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	3,000	Above
			2200 S.W. 42nd St., Ft. Lauderdale	4,000	Above
			2610 S.W. 40th Ave., West Park	3,000	Above
			MM 35 Alligator Alley Weston	2,500	Above
			11251 SW 49 St., Cooper city	4,000	Below
			928 E. Hillsboro blvd., Deerfield Beach	4,000	Below
			1441 FAU Research Park Blvd., Deerfield Beach	20,000	Below
Coconut Creek, City of	Lorie Messer, Procurement	954 956-1584	4900 W Copans Rd., Coconut Creek, FL	14,900	Below
	Jessica Cannon, Fleet	954-956-1540			
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
City of Coral Gables	Steve Riley	305-460-5140	2151 Salzedo St. Coral Gables, 33134	17,900	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	10,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	6,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	600	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
City of Coral Gables	Steve Riley	305-460-5140	11911 Old Cutler Road, Coral Gables 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	1101 S. Greenway Drive, Coral Gables, 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	1,300	Above
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	6,600	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above

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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	550	Above
			10300 NW 11th Manor Coral Springs, FL.	6,000	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	3855 Coral Ridge Dr.	500	Above
			Forest Hill blvd & NW 24th St.	2000	Above
			4181 NW 121st Ave	2000	Above
			4180 NW 120th Ave	3000	Above
			2801 coral Springs dr.	1000	Above
			102nd Ave Mullins park	1500	Above
			6400 W. Sample rd.	300	Above
			3952 Turtle Run blvd.	250	Above
			9500 W. Sample rd.	12,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	8,000	Above
			4181 NW 121 Ave, Coral Springs, FL	2,000	Above
	Bill Castelli	954 345-2143	2403 NW 102 Ave., Coral Springs, FL	2,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
	Eric Beyer	954 345-2195	3800 NW 85 Ave., Coral Springs, FL	10,000	Above
	Eric Beyer	954 345-2195	8365 NW 24 St., Coral Springs, FL	2,000	Above
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	10,000	Below
			1201 Stirling Rd., Dania Beach, FL	2,000	Above
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	8,000	Below
			3600 S Flamingo Rd.	3,000	Below
Deerfield Beach, City of	John Cheseborough	954 421 5013	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	16,000	Below

					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave. Ft. Lauderdale	18,000	Below
			38th St. 949 NW 38th St., Ft. Lauderdale	18,000	Below
			Lohmyer: 1401 SE 21st St. Ft. Lauderdale	9,000	Above
			Station 53: 220 Executive Airport Way, Ft. Lauderdale	3,490	Below
			Lauderdale Memorial Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd. Public Safety Station 1	2,000	Above
Hallandale Beach, City of	Yamil Lobo, Fleet Manager	954 457-1614	630 NW 2nd St.	(3)10,000	Below
				(1)10,000	Above
			400 S. Federal Highway	(1)1,000	Above
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL	500	Above
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	500	Above
	Larry Breighner	954 967 4550	City Hall, 2600 Hollywood Blvd	4,000	Below
	Larry Breighner	954 967 4550	Public Works Admin, 1600 S. Park Road	350	Above
	Carlos Aguilera	954-967-4230	Lift Station E-8, 1600 S. Park Road	150	Above
	Carlos Aguilera	954-967-4230	Water Treatment Plant, 3441 Hollywood Blvd	24,000	Above
	Carlos Aguilera	954-967-4230	Portable Water Pump/Storage, 2400 N 68th Ave	3500	Above
	Bill Cliff	954 967 4550	WasteWater Treatment Plant, 1621 N. 14th Ave	65,000	Above
	Bill Cliff	954 967 4550	Police Headquarters, 3250 Hollywood Blvd.	2800	Below
	Dockmaster Matthew Domke	954-632-0953	Marina, 700 Polk Street	allons Red Dye Diesel	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No 74 & EOC, 2741 Stirling Road	2476	Below
	Lt. Brian Cooke	863-610-0350	Fire Station No.5, 1819 N. 21 Avenue	2000	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 31, 3401 Hollywood Boulevard	1200	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 45/Training, 3400 N. 56 Avenue	1500	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 105, 1511 S. Federal Hwy	1000	Above
	Lt. Brian Cooke	863-610-0350	Shop/Garage, 3400 N. 56 Avenue	540	Above

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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
			Fire Station	500	Above
			City Hall/Police	500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319	4,000	Above
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	4,000	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	500	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	300	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	3701 NE 22nd Avenue	1,000	Above
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
	Giovanni Batista	954 972-8126	5790 Margate Blvd.	1,500	Above
	Giovanni Batista	954 972-8126	6009 NW 10 St	1,500	Above
	Wendell Wheeler	954 972-0828	980 NW 66 Ave.	2 x 5,000	Above
	Wendell Wheeler	954 972-0828	5650 NW 29 St.	1,000	Above
	Wendell Wheeler	954 972-0828	6630 NW 9 St.	2 x 12,000	Above
	Wendell Wheeler	954 972-0828	901 NW 66 Ave.	1,200	Above
Miami, City of	Reymon Solits	305 329-4895	1390 NW 20 St	2 x 15,000	Above
Miami Gardens, City of	Dan Perez	305 474-1488	1020 NW 163 Dr.	2,000	Above
	Dan Perez	305 474-1488	18541 NW 27th Ave	5,000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	(AST-4) 10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	(UST-2) 6,000	Below
			13900 Pembroke Rd.	(EAST7) 10,000	Above
			13900 Pembroke Rd.	(AST-5) 3,000.	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	10,000	Below
	Paul Vida	305-953-2854	12098 NW 11 Avenue	2,000	Above

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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST., NMB, FL. 33162	10,000	Above
		305-948-2973	2101 NE 159 ST., NMB, FL. 33162	1,000	Below
	Pedro Melo	305-684-1177	2251 NW 175 Street Miami Gardens FL 33056	2,000	Above
	Diego	678-877-7643	2101 NE 159 ST., NMB, FL. 33162	1,000	Above
		678-877-7643	1312 NW 188TH St Miami gardens 33169	1,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	12,000	Above
N Palm Beach, Village of	Chief JD Armstrong	561 882-1141	560 US Hwy 1	500	Above
	Capt. Andrew Lezza	561 841-3319			
	Dennis Nentwick	561 644-5311	645 prosperity Farms Rd	4,000	Below
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd., W Palm Beach	3x 20,000	Below
			7071 Garden Rd, Riviera Beach	20,000	Below
			1302 SW 30th Ave, Boynton Beach	2 x 10,000	Below
			1901 NW 16th St, Belle Glade	2 x 10,000	Below
			420 Business Pkwy, Royal Palm Beach	4 x 5,000	Above
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS #1 355 S County Rd.	6,000	Below
			FS #2 300 S County Rd.	6,000	Below
			FS #3 2185 S County Rd.	2,200	Above
	Billy Loihle	561 533-1170	Par 3 Golf Course 2345 S Ocean Blvd.	4,000	Below
	Tim McLaughlin	561 227-7017	Pinewalk #1 Cocoanut row	500	Above
			1279 Skees Road	500	Above
			PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
	Reggie Williams	561 227 7053	D-9 Pump Station 306 Mediterranean	2,000	Above
			D-10 Pump Station 1060 North Lake Way	2,500	Below
			D-2 Pump Station 1248 N Lake Way	3,000	Above
			D-8 PS 275 County Club at N Lake Way	2,000	Above
			D-4 Pump Station 445 N Lake Way	2,000	Above
			D-3 Pump Station 315 Tangier Ave	2,200	Above

					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			D-12 Pump Station 269 Seminole Ave	1,000	Above
			D-14 Pump Station 16 S Lake Trail	1,500	Above
			D-16 Pump Station 256 Jungle Rd	540	Above
			D-18 Pump Station 362 El Brillo Way	540	Above
			D-17 Pump Station 175 Clarendon Ave	540	Above
			A-7 Pump Station 201 Island Dr	1,500	Below
			A-6 Pump Station 300 S Lake Dr	600	Below
			S-2 Pump Station 9 Lake Trail	1,000	Below
			A-39 Pump Station 2171 S Ocean	1,000	Above
			A-41 Pump Station 2478 S Ocean	500	Above
			A-42 Pump Station 3100 S Ocean	600	Below
			A-43 Pump Station 3401 S Ocean	500	Above
			Police Station (generator) 345 S County Rd	1,000	Below
			Town Hall (generator) 360 S County Rd	600	Below
			PW (generator) 951 Old Okeechobee Rd	500	Above
			Recreation Ctr (generator) 340 Seaview Ave	500	Above
			D-7 Storm Station Australian (Docks)	6,000	Below
			D-6 Storm Station 302 S Lake Dr	2,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	3000	Above
Pembroke Park, Town of	Todd Larson	954 966-4600 ext 238	Coca Cola List Station 3350 Pembroke Rd	500	
			Stormwater Carolina St, 2156 S Park Rd	2,000	
			Stormwater 24th St., 2400 S Park Rd	500	
			Master Lift Station, 2700 S Park Rd	500	
			Watkins Elem Sch, 5500 SW 52 Ave	500	
			Peninsula, 5000 W Hallandale Bch Blvd	500	
			Town Hall Portable Attached, 3150 SW 52 Ave	200	
			Town Hall Portable Back, 3150 SW 52 Ave	500	
			Stormwater 25 St, 2500 S Park Rd		
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	8000	Below

					Location
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Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-North - 901 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-South - 1001 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Health Campus-North - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-South - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-East - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-West - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Fire Training Facility - 1100 SW 208 Avenue	10000	Above
	Mark Gomes	954 518-9020	Fire Station #33 - 600 SW 72 Avenue	500	Above
	Mark Gomes	954 518-9020	Fire Station #79 - 19900 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #89 - 13000 Pines Boulevard	1000	Above
	Mark Gomes	954 518-9020	Fire Station #99 - 16999 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #101 - 6057 SW 198 Terrace	10000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	2,000	Above
			770 NW 91st Ave Plantation FL 33324	4,000	Above
			750 NW 91st Ave Plantation FL 33324	30,000/16,500	Above
			750 NW 91st Ave Plantation FL 33324	3,500	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			4751 NW 6 CT Plantation FL 33317	1,179	Above
			700 NW 91st Ave Plantation FL 33324	4,000	Above
			700 NW 91st Ave Plantation FL 33324	1,000	Above
			700 NW 91st Ave Plantation FL 33324	10,000	Above
			700 NW 91st Ave Plantation FL 33324	20,000	Above



					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			9151 NW 2ND ST, PLANTATION, FL 33324	500	Above
			451 NW 70TH TER, PLANTATION, FL 33317	2,000	Above
			401 NW 70TH TER, PLANTATION, FL 33317	630	Above
			750 NW 91ST AVE, PLANTATION, FL 33324	1,500	Above
			400 NW 73RD AVE, PLANTATION, FL 33317	4,000	Above
			301 NW 46TH AVE, PLANTATION, FL 33317	650	Above
Pompano Beach	Forrest Hall	954 786-4109	1190 NE 3rd Ave.	2 x 12,000	Below
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L	15,000	Below
				9,000	Below
Southwest Rances, Town of	Sandy Luongo	954-343-0008	Town Hall, 13400 Griffin Rd, Southwest Ranches, FL 33331	1,325	Below
				1,000	Below
			Fire Station, 17220 Griffin Road Southwest Ranches, FL 33331	595	Below
Sunny Isles Beach, City of	Purchasing	(305) 792-1707	18070 Collins Avenue, Sunny Isles Beach, FL 33160	2,000	Above
	Fabricio Volpi, Public Works Superintendent	(305) 792-1930	"	"	"
	Nicholas Douglias, Fleet Maintenance Manager	(305) 792-1946	"	"	"
Sunrise, City of	Jose Alvarez	954 572-2424	4350 Springtree Dr.	2 x 15,000	Above
			4350 Springtree Dr.	10,000	Above
	Fred McDonald	954 888-6003	14150 NW 8 St.	2 x 12,000	Above
			14150 NW 8 St.	10,000	Above
			14150 NW 8 St.	10,000	Below
	Hugo Alagic	954 434-6900	15400 Water Mill Rd., Davie	3,000	
	Steve Kane	954 572-2290	8150 Springtree Dr.	15,000	
	Hameed Khan	954 577-1145	Public Safety Complex, 10440 W Oakland Park Blvd	10,000	Above
	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	15,000	Below
	Orlando Morales	954 746-3295	City Hall 10770 W Oakland Park Blvd.	3,000	Above
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Diego Santana	954 572-2385	3001 NW 104 Terrace	1,000	Above
	Diego Santana	954 572-2393	14201 NW 2nd St. (Pump Station #8)	5,000	Above
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complex 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727	PSAC Complex 6001 Nob Hill Rd.	1,000	Above
			10101 State Street	1,000	Above
			FS 15, 6000 Hiatus Rd.	3,000	Above
			FS 36, 7499 NW 72 Street	2,000	Above
			FS 41, 7501 NW 88 Ave.	1,000	Above
			FS 78, 4801 N Comm. Blvd.	2,000	Above
			City Hall 7525 NW 88 Ave.	1,000	Above
			BSO 7515 NW 88 Ave.	1,000	Above
			Pump Sta. East 6601 Southgate Blvd	2,000	Above
			Pump Sta. Central 8801 Southgate Blvd.	2,000	Above
			Pump Sta. West 10801 Southgate Blvd.	2,000	Above
	Anthony Licata	954 597-3777	Water Treatment Plant, 7803 61st St.	8,000	Above
			7750 NW 100 Ave.	2,000	Above
			4191 W Commercial Blvd.	2,000	Above
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
	Karla Berroteran, Plant Superintendent	561-753-2465	Water Treatment Facility - 1100 Wellington Trace	12,000 gal.	Above
			2nd tank	12,000 gal.	Above
			Booster Pump Station #1- 2901 Ousley Farms Rd.	1,000 gal.	Above
			Booster Pump Station #2- 11011 Lake Worth Rd.	3,500 gal.	Above
			Wells 29&30 - 8250 Forest Hill Blvd.	4,000 gal.	Above
	Bryan Gayoso - Plant Superintendent	561-753-2481	Water Reclamation Facility 11860 Pierson Rd.	4,000 gal.	Above
				4,000 gal.	Above
				12,000 gal.	Above
	Terry Narrow - Superintendent	561-791-4128	Pump Station #2 - 6090 140th Ave S	2,000 gal.	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Pump Station #3 - 12990 Forest Hill Blvd.	2,000 gal.	Above
			Pump Station #4 - 54 Ousley Farm Rd.	2,000 gal.	Above
			Pump Station #6 - 11075 Acme Rd.	2,000 gal.	Above
			Pump Station #7 - 15 Flying Cow Rd.	5,200 gal.	Above
			Pump Station #8 - 14900 Pierson Rd.	2,000 gal.	Above
			Pump Station #9 - 4499 Flying Cow Road	4,000 gal.	Above
West Palm Bch, City of	Dave Persad	561 822-2124	City Complex, 1045 Charlotte Ave	12,000	Below
			Water Treament Plant (WTP)1009 Banyan Blvd		
			WTP-Day Tank (North)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (Mid)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (South) 1009 Banyan Blvd.	500	Above
			WTP-Emer Generator(North) 1009 Banyan Blvd	20,000	Above
			WTP-Emer Generator(South) 1009 Banyan Blvd	20,000	Above
			VALLEY FORGE RE-PUMP	750	Above
			CUMBERLAND RE-PUMP	2,000	Above
			KAYE ST RE-PUMP	750	Above
			ST MARYS RE-PUMP	4,000	Above
			IBIS RE-PUMP	2,000	Above
			PALM BEACH RE-PUMP	200	Above
	Dave Persad	561 822-2124	Renaissance Em-generator 1045 Charlotte Ave	3,400	
	Guy Montante	(561) 804-4705	Fire Station #5, 700 N. Congress Ave	12,000	Below
			Fire Station #7, 8011 Okeechobee Blvd	2,800	Above
			Other Fire Stations (5 Ea.)	5 x1000	Above
	Ed Shelton	(561) 662-2463	ECRWRF 4375 Easley Drive	150,000	Above
				500	Above
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

RFP E-03-22			Attachment "B"		
UNLEADED FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCTD	Staff	954 357-8423	3201 W Copans Rd., Pompano Bch.	20,000	Below
	Staff	954 357-7716	Ravenswood Rd., Ft. Lauderdale	12,000	Below
BCFS	Staff	954 357-6477	Fleet Superintendent - Cell 954 445-2941		
	Staff	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	20,000	Below
	Staff	954 357-5443/5441	Fleet Svc Ctr #3 1600 NW 30th Ave (Blount Rd), Pompano Bch 33069	26,000	Below
	Staff	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Staff	954-831-0865	WWS 2555 W. Copans Rd, Pompano Bch 33069	10,000	Below
	Staff	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue, Ft. Lauderdale 33315	12,000	Below
	Staff	954 357-5181	CB Smith Pk 900 N. Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Staff	954 765-4062 x229	Mosquito Ctrl 1200 W. Airport Road, Pembroke Pines 33023	2,500	Below
	Staff	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood	2,500	Below
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	Fire Station 5, 2333 W Glades Road, Boca Raton 33431 - UNLEADED	1,000	Above
	Harri Mangroo	561 416-3382	BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	12000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	12000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	12000	Below
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Above
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	12000	Below
Broward County Sheriff	Scott Barnett	954 497-1440	300 NE 2nd St., Deerfield	16,000	Below
			7515 NW 88 Ave, Tamarac	10,000	Below
			2001 NW 31 Ave, Lauderdale Lakes	25,000	Below
			160 S.W. 3rd St., Pompano Beach	10,000	Below
				12,000	Below
			3801 N.W. 5th Ave., Oakland Park	12,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	1,000	Above
			2200 SW 42nd St., Ft. Lauderdale	1,000	Above
			2610 SW 40th Ave., West Park	1,000	Above
			MM 35 alligator Alley, Weston	1,000	Above
			11251 SW 49th St., Cooper City	12,000	Below
			928 E. Hillsboro Blvd., Deerfield Beach	4,000	Below
Coconut Creek	Lorie Messer	954 956-1584	Purchasing Contact: 4800 W Copans Rd.		
	Suzanne Monnington	954-956-1540	Fleet Services Contact: 4900 W. Copans Rd	19,700	Below
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
Coral Gables, City of	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	12,000	Above
Coral Gables, City of	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, Fl	2,500	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	30,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	4,000	Below
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	12,000	Below
Deerfield Beach, City of	German Cardona	954 420 5568	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	8,000	Below
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave., Ft. Lauderdale	3 x 18,000	below
			38th St: 949 NW 38th St., Ft. Lauderdale	3 x 18,000	below
			Lauderdale Memorial Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd., Fire Rescue Station 94	2,000	Above
Hallandale Beach, City of	Joseph Martinez, Fleet Manager	954 457-1614	630 NW 2 St.	2 x 10,000	Below
	Melanie VeLazquez, Warehouse	954 457-1613			
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL 33062	4,000	Below
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	3 x 10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	2 x 500	Above
	Matthew Domke	954-632-0953	Hollywood Marina, 700 Polk Street	10,000 REC 9	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319		

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	12,750	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	4,000	Below
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
Miami, City of	Reymon Soltis	305 329-4895	1390 NW 20 St	15,000	Above
	Juan Carlos Porta	305 361-3316	Marine Stadium Marina, Virginia Key	2 x 2000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	12,000	Below
			13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	10,000	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	2 x 10,000	Below
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST, NMB, FL. 33162	10,000	Above
N Palm Beach, Village of	Denis Nentwick	561 644-5311	645 Prosperity Farms Rd	10,000	below
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS#2 300 S county Rd.	6,000	Below
	Billy Loihle	561 533-1170	Par 3 Gold Course, 2345 S Ocean Blvd.	6,000	Below
	Loretta Mellon	561-227-7044	PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd. W. Palm Beach	20,000	Below
			7061 Garden Rd, Riviera Beach	10,000	Below
			1901 NW 16th St, Belle Glade	10,000	Below
			1302 SW 30th Ave, Boynton Beach	1,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	6000	Above
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below
	Mark Gomes	954 518-9020	Howard Forman Health Campus-South - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-North - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant Compound - 13975 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	West Pines Police Sub-Station - 18400 Johnson Street	12000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	12,000	Below
			770 NW 91st Ave Plantation FL 33324	10,000	Below
			750 NW 91st Ave Plantation FL 33324	15,000	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
Pompano Beach, City of	Forrest Hall	954 786-4033	1190 N.E. 3rd Ave., Bldg. A	12,000	below
Riviera Beach, City of	Lance Moss	561 845-4141	2391 Avenue L	2 x 15000	Below
	David Danford	561-845-4051	800 W Blue Heron Blvd	12,000	Below
		561-845-4051	5020 N Singer Island	1,700	Above- Small
		561-845-4051	909 Avenue U	2,000	Above
		561-845-4051	909 Ave U	2,500	Above- Small
		561-845-4051	2051 Avenue H, West	1,000	Above
		561-845-4051	6522 Haverhill Road	2,500	Below
Sunrise, City of	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	20,000	Below
	Karl Thompson	954 888-6003	14150 NW 8th St.	10,000	Below



					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Below
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727			
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
West Palm Bch, City of	Mario Guzman	561 822-2122	City Complex, 1045 Charlotte Ave	19,000	Below
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below



**Southeast Florida Governmental Purchasing  
Cooperative Group**

**CONTRACT AWARD**

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to [lpiper@myboca.us](mailto:lpiper@myboca.us) for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP E-13-17

Description/Title: UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Initial Contract Term: Start Date: March 15, 2017 End Date: March 14, 2020

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 2 years (Period of Time)

Renewal No. 1 Start Date: March 15, 2020 End Date: March 14, 2022

Renewal No.     Start Date:                      End Date:                     

Renewal No.     Start Date:                      End Date:                     

**SECTION #1 VENDOR AWARD**

Vendor Name: Port Consolidated Inc.  
 Vendor Address: 3141 Se 14th Ave.  
 Contact: Don Carlton, President  
 Phone: 800-683-5823 Fax: 954-527-1191  
 Cell/Pager:                                      Email Address: cspev@portconsolidated.com;  
 Website:                                      FEIN: 59-1173292

**SECTION #2 AWARD/BACKGROUND INFORMATION**

Award Date: March 15, 2017 Resolution/Agenda Item No.:                       
 Insurance Required: Yes X No                       
 Performance Bond Required: Yes                      No                     

**SECTION #3 LEAD AGENCY**

Agency Name: City of Pompano Beach  
 Agency Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060  
 Agency Contact: Antonio Pucci Email antonio.pucci@copbfl.com  
 Telephone: 954-786-5504 Fax:

Orig. 19

**ORDINANCE NO. 2017- 32**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL, WITH THE CITY OF POMPANO ACTING AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pompano Beach, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement with Port Consolidated, Inc. pursuant to RFP E-13-17.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 28th day of February, 2017.

**PASSED SECOND READING** this 14th day of March, 2017.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

/jrm  
2/16/17  
L:ord/2017-132

03/19

## CONTRACT

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**THIS AGREEMENT** is made and entered into this 15<sup>th</sup> day of March, 2017, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and PORT CONSOLIDATED, INC., a Florida corporation, hereinafter referred to as "Contractor."

**WHEREAS**, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

**WHEREAS**, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; and

**WHEREAS**, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

**WHEREAS**, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-13-17; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.
3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-13-17), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-13-17, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.
4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for an additional period of two (2) years upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

8. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph U.11 of RFP E-13-17. All payments by the City and Participating Agencies, shall be made after the service has been provided.

9. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

**If to Contractor:** Port Consolidated, Inc.  
Donald R. Carlton, Jr., President  
P. O. Box 350430  
Fort Lauderdale, Florida 33335

**If to City:** City of Pompano Beach  
City Manager  
P. O. Box 1300  
Pompano Beach, Florida 33060

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated pursuant to Paragraph Q of RFP E-13-17.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in RFP E-13-17 attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to City.

15. Indemnity. The Contractor shall defend, indemnify and hold the City, all Participating Agencies in the Purchasing Cooperative Group, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies



concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps



and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**RecordsCustodian@copbfl.com**

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

**CITY OF POMPANO BEACH**

Christine Kendel

By:

Lamar Fisher  
LAMAR FISHER, MAYOR

Shirley R. Bartholomew

By:

Gregory P. Harrison  
GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceletha Hammond  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

Mark E. Berman  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

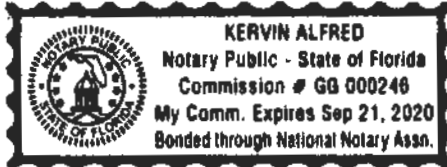
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2017, by LAMAR FISHER as Mayor, GREGORY P. HARRISON as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)



**"CONTRACTOR"**

PORT CONSOLIDATED, INC.  
a Florida corporation

Witnesses:

Joseph R. Jirka

(Print or Type Name)

Karen Alvarez

(Print or Type Name)

By:

Print Name: Donald R. Carlton Jr.

Title:

President

Business License No. 795 718

STATE OF FLORIDA  
COUNTY OF BROWARD

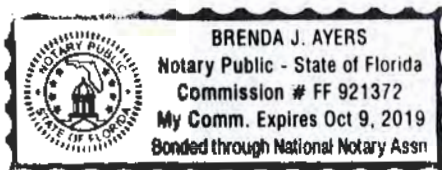
The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2017, by DONALD R. CARLTON JR as PRESIDENT of PORT CONSOLIDATED, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Brenda J. Ayers

(Name of Acknowledger Typed, Printed or Stamped)



FF 921372

Commission Number

/jrm

2/21/17

l:agr/genl srvs/2017-382



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
E-13-17**

**UNLEADED GASOLINE & DIESEL FUEL  
FOR SOUTHEAST FLORIDA GOVERNMENTAL  
PURCHASING COOPERATIVE GROUP**

**RFP OPENING: January 20, 2017 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

### TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

### Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**I. "WORKING TOGETHER TO REDUCE COSTS"**



December 20, 2016

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
E-13-17  
UNLEADED GASOLINE & DIESEL FUEL  
FOR SOUTHEAST FLORIDA GOVERNMENTAL  
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

### **Introduction**

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

#### **A. Objectives**

1. Contract for diesel and unleaded gasoline products *with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership*, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

#### **B. Scope Of Services**

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

**C. Participating Agencies**

	Agency Name	Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Lorie Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4 <sup>th</sup> St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55 <sup>th</sup> Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2 <sup>nd</sup> Ave, 6 <sup>th</sup> Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000



20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52 <sup>nd</sup> Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3 <sup>rd</sup> Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88 <sup>th</sup> Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

**D. Term of Contract**

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

**E. Required Proposal Submittal****Submission/Format Requirements**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.
2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.
  - a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

- b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.
3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.
4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.
5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of **each participating agency** on a monthly basis.
6. ***Contingency plan of action. Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***
7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.
8. Alternate Proposals:
  - a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

- b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
  - i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
  - ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance.

**City Forms:**

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

**F. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
  - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum \$2,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed	bodily injury and property damage combined
	operations hazard	
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form  
— owned  
— hired  
— non-owned

**REAL & PERSONAL PROPERTY**

— comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$2,000,000	\$2,000,000
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- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage;
  - c. Effective and expiration dates of policies; and
  - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

**G. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
<b>1. Firm Qualifications and Capabilities</b> (Factors including but not limited to the following) <ul style="list-style-type: none"> <li>• Fuel supply delivery capability from Port Everglades</li> <li>• Contracting Terms and Conditions proposed</li> </ul>	0-40
<b>2. Emergency Supply Capabilities</b> (Factors including but not limited to the following) <ul style="list-style-type: none"> <li>• Control of storage facilities in Tri-County area</li> <li>• Contingency plan of action</li> <li>• Availability of regional emergency storage</li> </ul>	0-20
<b>3. References</b> (Factors including but not limited to the following) <ul style="list-style-type: none"> <li>• Years experience</li> <li>• Number of Locations</li> </ul>	0-10
<b>4. Cost</b>	0-30
<b>Total</b>	<b>0-100</b>

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the



solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**H. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**I. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

**J. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**K. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**L. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**M. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**N. Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**O. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**P. Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**Q. Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**R. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**S. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**T. RFP Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**U. Standard Provisions**

**1. Governing Law**

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

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.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - i. Keep and maintain public records required by the City in order to perform the service;
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
  - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

## **V. Questions and Communication**

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**W. Addenda**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

***RFP*** \_\_\_\_\_,  
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_



**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

\_\_\_\_\_



February 15, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Re: Best and Final Offer – E-13-17

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Dear Mr. English:

Thank you very much for your time today and thank you for the opportunity.

As a follow up to our negotiation meeting for E-13-17, please see our "Best and Final" offer to the Co-op.

	ULSD	87 E-10
<b>Transport</b>	<b>+ 0.007</b>	<b>+ 0.007</b>
<b>Tankwagon</b>	<b>+ 0.089</b>	<b>+ 0.089</b>

All other pricing in the RFP will remain the same.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton  
President  
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

**PROPOSER INFORMATION PAGE**

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group  
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com



January 12, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL  
COOPERATIVE GROUP

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Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated  
Physical Address: 3141 SE 14<sup>th</sup> Ave., Ft. Lauderdale, FL 33316  
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333  
Corporate Website: [www.portconsolidated.com](http://www.portconsolidated.com)  
Corporate Phone: 800-683-5823  
Corporate Fax: 954-527-1191  
Point of Contact: Don Carlton, President  
E-Mail Address: [dcarlton@portconsolidated.com](mailto:dcarlton@portconsolidated.com)

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.



- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.
- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, TPSI, Colonial, Gulf Oil, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.
- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.
- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a horizontal line.

Don Carlton  
President  
Port Consolidated



January 12, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA  
GOVERNMENTAL COOPERATIVE GROUP

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Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County School Board – Mark Alan – 754-321-0507

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the word 'Sincerely'. Below the signature, the name 'Don Carlton' is printed, followed by 'President' and 'Port Consolidated' on separate lines.

Don Carlton  
President  
Port Consolidated



January 12, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL  
COOPERATIVE GROUP

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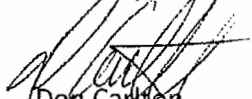
Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jane Mitchell, Natasha Corona, Vanessa Burch, Danielle Schatz – 954-522-1182
- Billing Inquiries – Heather - 877-345-1098 x1009
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 877-345-1098 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,



(Don Carlton)  
President  
Port Consolidated



January 12, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Contractual Supply Obligation – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA  
GOVERNMENTAL COOPERATIVE GROUP

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Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our supply chain that will ensure adequate fuel supply for the Co-op, not only on a day-to-day basis, but during a declared State-of-Emergency as well.

Port Consolidated's corporate headquarters sits in the heart of the Port Everglades, which supplies both gasoline and diesel fuel to all of South Florida. We have the ability to pull day to day product from Chevron, Citgo, Gulf Oil, Indigo, Mansfield, Marathon, Motiva, Petroleum Traders, and Valero.

For those times when supplies are tight, we have contractual arrangements with Chevron, Gulf Oil, Indigo Energy, and Marathon. These contracts will ensure a guaranteed, ratable supply to the Co-op. Attached to this letter, you will find copies of those current agreements.

Port Consolidated also has the ability to pull product from other Ports throughout the State of Florida, notably the Port of Tampa, Port Manatee, Port Canaveral, Orlando, and the Port of Jacksonville. Should Port Everglades become incapacitated for any length of time, these various Ports provide us with other options to pull product. We also have relationships in Savannah.

In addition to our regular supply points, Port Consolidated also has the ability to pre-purchase and store product at any one of our 13 facilities. Our total storage capacity is just under 3 million gallons for various petroleum products.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the word 'Sincerely'.

Don Carlton  
President  
Port Consolidated



20264

**GUARANTEED SUPPLY AGREEMENT**

This is a Guaranteed Supply Agreement dated November 2, 2016 between Marathon Petroleum Company L.P. ("MPC"), a Delaware limited partnership with offices at 539 South Main Street, Findlay, Ohio 45840 and Port Consolidated, Inc. ("Port Consolidated"), a Florida corporation with offices at 3141 SE 14th Avenue, Fort Lauderdale, Florida 33316.

**1. Definitions.** "Products" shall mean gasoline, gasohol and distillates of all grades and types as are generally offered to MPC's Wholesale Reseller customers at a Terminal from time to time. "Terminal," "10-Day Volume," and "Monthly Volume," shall refer to the MPC terminals and the associated quantities (in gallons) listed in the table in Section 3, if applicable. "Month" (capitalized or not) shall mean a calendar month. "10-Day Period" shall mean 10 calendar days in a Month, beginning on the first day of the Month. The last 10-Day Period in a Month must end on the last calendar day of the Month and can be shorter or longer than 10 days depending on the amount of days in the Month.

**2. Term.** The initial term of this Agreement is from January 1, 2017 to December 31, 2017, inclusive. This Agreement shall automatically renew for up to two successive one-year renewal term(s) unless either party gives written notice of non-renewal at least 60 days prior to the end of the initial term or any subsequent one-year renewal term. In no instance shall this Agreement extend beyond December 31, 2019.

**3. Quantity.** (A) During each Month, Port Consolidated shall purchase 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table below. (B) During each 10-Day Period, Port Consolidated shall purchase the 10-Day Volumes of each Product at the associated Terminal as shown in the table below. (1) MPC shall not guarantee availability of Product for Port Consolidated's purchase in amounts greater than 110% of the 10-Day Volumes set forth in the table below. (2) During any 10-Day Period, all Product purchases over 110% of the 10-Day Volumes shall not apply toward Port Consolidated's obligation to purchase the Monthly Volumes. (C) In the event the needs of Port Consolidated increase beyond the volumes specified in the table below, Port Consolidated shall notify the MPC Regional Office in writing of the additional volume requested at least 30 days prior to lifting. The MPC Regional Office shall assess Product availability, and if the parties mutually agree, shall amend the volumes in the table set forth below.

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Tampa	GASOHOL	TERM	125,000	375,000
Tampa	ULSD	TERM	616,666	1,850,000
Fort Lauderdale	GASOHOL	TERM	275,000	825,000
Fort Lauderdale	ULSD	TERM	750,000	2,250,000
<b>TOTAL MONTHLY VOLUME</b>				<b>5,300,000</b>

**4. Price.** The price for any given load of Product shall be the applicable MPC Wholesale Reseller Price in effect at the following Terminal(s) as of the time that lifting ends: Tampa and Fort Lauderdale.

Port Consolidated acknowledges and agrees that MPC may use the Wholesale Reseller Price to manage customer liftings when MPC's Product supply at a Terminal is limited and Port Consolidated waives the right to claim that this method of pricing is unfair, anti-competitive, tortious, or a breach of contract.

**5. Remedies.** (A) MPC will, at its sole discretion, invoice Port Consolidated on a monthly basis an underlifting fee of \$.0300 per gallon not lifted if Port Consolidated fails to lift 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table in Section 3. Port Consolidated shall pay MPC within 15 days after receipt of the invoice for any applicable underlifting fees charged by MPC. No failure by MPC to charge for any underlifting fees to which it would be entitled in any given month shall operate as or imply any existing or future waiver of the right to charge such fees, nor shall it, in any way, limit or alter the rights of MPC set forth herein or prevent MPC from asserting its rights herein through estoppels or any similar legal theory. (B) MPC may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, Port Consolidated fails to purchase the Monthly Volumes at the associated Terminal as shown in the table in Section 3. (C) If a supply interruption occurs at a Terminal, MPC may request Port Consolidated, to the extent logistically feasible, to lift Products at another MPC Terminal.

**6. General.** (A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. (B) The fee in Section 5(A) is not a penalty but is a reasonable liquidated damage amount. (C) This Agreement has been executed in two original counterparts. (D) Port Consolidated has the right to disclose the terms and conditions contained herein with its agents, employees, directors and officers with a need to know, however these terms and conditions are confidential, and any unauthorized disclosure by Port Consolidated without the express written consent of MPC is a material breach of this Agreement.

**Marathon Petroleum Company LP**  
By: MPC Investment LLC, its General Partner

By: Ken Mark  
Title: Southern Region Manager

**Port Consolidated, Inc.**

By: Donald M. Galt  
Title: President



10/31/16

(Revised 8/1/2016)

**PRODUCT SALES TERMS**

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by Marathon Petroleum Company L.P. ("Seller") under this Agreement to the buyer identified in this Agreement ("Buyer").

**1. Payment.** Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. **PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: COMMERCIAL CREDIT MANAGER, MARATHON PETROLEUM COMPANY LP, 539 SOUTH MAIN STREET, FINDLAY, OHIO 45840.** Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.

**2. Taxes.** Buyer will pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's income or net worth. Upon account set up, Buyer will promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup.

**3. Delivery.** All sales will be F.O.B. the "Ship From" location stated in this Agreement, unless this Agreement clearly provides otherwise. Title and risk of loss will pass to Buyer at the "Ship From" location as Product passes (as applicable) the transport truck or railcar inlet flange, barge permanent hose connection, or pipeline upstream flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location.

Where this Agreement clearly provides that delivery is F.O.B. the "Ship To" destination, title and risk of loss will pass to Buyer at the "Ship To" destination as Product passes (as applicable) the transport truck or railcar outlet flange, barge permanent hose connection, or pipeline downstream flange. Where shipment is by railcar, and Buyer is unable to accept delivery of the railcar when offered, then title and risk of loss will pass to Buyer at the time of constructive placement of the railcar. Buyer will pay and be responsible for any demurrage, steeling, shifting, parking, detention, port or other charges related to receipt or delivery of Product, unless solely caused by Seller.

**4. Quantity and Inspection.** Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or shorttank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F. at Seller's option, using built-in temperature compensators or ASTM tables. Either party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings will be conclusive. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them.

**5. Compliance With Laws.** Buyer, its agents, and its carriers will comply with all laws, regulations, and standards applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, and disposition of Products, and Buyer will not deliver, or allow to be delivered, to an RVP or RFG control area any Product that would be in violation of U.S. EPA regulations applicable to that area. Buyer will require similar commitments from its purchasers. Product identified as Blend-Grade, CBOB or RBOB is for use as blending component only.

**6. Safety and Health.** Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling

and using each of the Products. SDS for Products are available at the following internet address: <http://www.marathonpetroleum.com/brand/products/sds/>. Buyer may request to receive SDS via email by contacting the Seller at [sdsinfo@marathonpetroleum.com](mailto:sdsinfo@marathonpetroleum.com).

Buyer's employees, agents, and subcontractors will comply with all applicable safety standards, policies, practices and rules of conduct mandated by Seller when involved in any operations on Seller's premises in connection with the performance of this Agreement.

**7. Warranties.** Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to Buyer. **MPC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE.** Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**

**8. Claims.** All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer will preserve, and permit Seller to inspect and sample, the subject Product. **ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.**

**9. Limitation of Liability.** **IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**10. Force Majeure and Allocation.** Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.

**11. Indemnity.** Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, penalty, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement. The only exception to this obligation is when Seller's negligence or intentional misconduct is determined by a court to be the sole cause of the damage. In responding to any third-party claims, Seller may select an attorney and may enter into any settlement without affecting this obligation.

**12. Default.** Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and

(Revised 8/1/2016)

Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions of paragraph 14 below. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.

**13. Export Sales.** For any Product that will be exported from the U.S.A. by Buyer or another Party, all export-related requirements are the sole responsibility of Buyer or the Exporter. Seller is not responsible for compliance with U.S. export control laws or requirements in such transactions unless it agrees to assume that responsibility in writing. Buyer acknowledges that Product was designed and produced solely for commercial purposes. Further, Buyer agrees that unless specifically licensed by the United States government, no Product received from Seller is intended to be nor will be, shipped either directly or indirectly, to any country entity, or person or for any end-use that is prohibited under the Export Administration Regulations ("EAR"), Office of Foreign Assets Control ("OFAC") regulations, International Traffic in Arms Regulations ("ITAR") or as otherwise prohibited by any applicable law or regulation. Any diversion contrary to U.S. law is strictly prohibited. Buyer shall indemnify and hold Seller harmless from all fines, penalties, costs, and expenses (including reasonable attorney fees) incurred by reason of the breach of the foregoing.

Except where Seller has specifically provided to Buyer in writing the appropriate documentation necessary to substantiate that Product is eligible for NAFTA or other preferential duty treatment, Product sold hereunder is deemed not eligible for NAFTA or any preferential duty treatment.

For any Product that will be exported from the U.S.A. by Buyer, Seller reserves all rights as a manufacturer under 19 U.S.C. §1313 and related regulations and reserves all rights to claim drawback. Buyer will provide Seller with proof of export satisfactory to Seller and any other information needed by Seller for the timely and accurate filing of Seller's claim.

**14. Trademarks.** Buyer will not use Seller's name, trade or service marks, or trade dress in any way with regard to the Products.

**15. General.** (A) The sale of Products to Buyer, and this Agreement, will be governed by Ohio law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. (B) Buyer's obligations in paragraphs 2, 5, 6, 11, 13, and 14 above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Manager, Wholesale Marketing, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights, or be deemed to be a course of performance or dealing, modifying or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.



## Product Sales Contract (Reseller)

This contract is dated November 01, 2016, and is between Chevron Products Company, a division of Chevron U.S.A. Inc. ("Seller"), and PORT CONSOLIDATED INC ("Buyer").

Seller and Buyer agree as follows.

1. **TERM.** The term of this contract shall commence on November 04, 2016, and shall end on October 31, 2017, unless sooner terminated by either party in accordance with the provisions of this contract.
2. **PRODUCTS AND QUANTITIES.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of diesel fuel and other products specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.
3. **PRODUCT QUALITY.** The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.
4. **PRICE.** The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).
5. **PAYMENT AND FINANCIAL RESPONSIBILITY.** Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.

Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Seller's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security

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deemed necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.
7. DELIVERIES. Product deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales). Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable rules and regulations as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.
8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.
9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply-demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.
10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligation under section 11 of this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer), directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.
12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
- "Seller and its affiliates" means Seller, its ultimate parent company Chevron Corporation, and the subsidiary and affiliated companies of each of them.
  - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
  - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
  - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
  - "A or B" means "A or B or both."
13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).
14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.
15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.
16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.
17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.
18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. **NOTICES.** Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.
20. **TERMINATION.** Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.
21. **WARRANTY.** Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.
22. **DISCRETIONARY SALES.** Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,  
a division of Chevron U.S.A. Inc.

By:  11/11/2016

Desmond Johnson,  
Attorney in Fact

Manager,  
Commercial Products Support

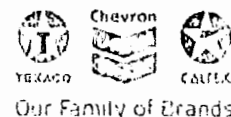
Buyer

PORT CONSOLIDATED INC.

By: 

Title: President





## EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear (\$/gal)	DIFF Dyed (\$/gal)
1022	TAMPA FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	250,000	275,000		234		
1021	FT LAUDERDALE FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	1,000,000	1,100,000		123.4		
1107	ORLANDO FL TRM KINDER MORGAN	Truck	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	116,667	128,333		123.4		

## Pricing Provisions:

1. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
2. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
3. *OPIS CA LCFS = OPIS Prior Day California Low Carbon Fuel Standard for Motor Gasoline (CTS/GAL).*
4. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using prior day pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

For Platt's or OPIS-based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open.

## Notice Addressee:

Seller:  
Chevron Products Company  
Attn: Brian Coomes, General Manager  
1500 Louisiana Street  
Houston, TX 77002  
UNITED STATES

Tel: (502) 420-7041

Buyer:  
PORT CONSOLIDATED INC  
Attn: Don Carlton  
3141 SE 14TH AVENUE  
FT. LAUDERDALE, FL 33316  
US

Tel: (800) 683-5823 x1233



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Product Sales Contract (Reseller)

- 6 -

C&I-020(3-08)  
REV 03 12/14

*Handwritten signature*



**PETROLEUM PRODUCT SALE AGREEMENT**

[Unbranded-Term-Rack]

This *Petroleum Product Sale Agreement* ("Agreement"), dated to be effective as of October 1, 2016 (the "*Effective Date*"), is entered into by and between PORT CONSOLIDATED, INC., a Florida Corporation ("*Buyer*"), and INDIGO ENERGY PARTNERS, LLC, a Georgia limited liability company ("*Seller*"). Each of Buyer and Seller is referred to herein individually as a "*Party*" and collectively, as the "*Parties*."

1. Term. The term of this Agreement (the "*Term*"), shall be from the Effective Date through September 30, 2017 (the "*Expiration Date*").

2. Purchase and Sale. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the product or products described on Exhibit A (collectively, the "*Products*", and each individually, a "*Product*"), in accordance with the terms and provisions of this Agreement. Seller's obligations under this Agreement are expressly conditioned upon Buyer satisfying Seller's credit and other financial requirements.

3. General Terms and Conditions. The general terms and conditions set forth on the attached Exhibit B are incorporated herein for all purposes.

4. Volume Requirements; Delivery Point. Exhibit A attached hereto and made a part hereof designates the monthly ratable volumes (the "*Monthly Volume*"), and total aggregate gallons (the "*Total Volume*") of each Product that Buyer has agreed to purchase under this Agreement, and further designates the location (each, a "*Delivery Point*") where each Product will be delivered FCA to Buyer. During each calendar month during the Term, Seller agrees to sell, and Buyer agrees to purchase, not less than 90% and not more than 110% of the Monthly Volume at each Delivery Point (the "*Volume Range*"), which shall be ratable on a daily and weekly basis, and Buyer will not be allowed to purchase from Seller, and Seller will not be required to sell to Buyer, more than 110% of the ratable weekly portions of, or more than 110% of the ratable daily portions of the Monthly Volume. The volume of Product purchased will be determined solely by the amount set forth on the net bill of lading generated at the Delivery Point. The Monthly Volume may be adjusted from time to time upon mutual agreement; provided, however, in such case a formal amendment to this Agreement is not necessary.

5. Price and Payment. Buyer agrees to pay Seller, at the prices specified therefor on Exhibit A (the "*Price*"), for all Products purchased under this Agreement within ten (10) days after the date of the relevant bill of lading. Notwithstanding anything to the contrary contained herein, or contained in any other agreement between the Parties, Buyer shall pay to Seller on demand amounts equivalent to any and all (collectively, the "*Fees*"): Taxes, duties, charges, and fees, and any and all increases thereon which are now or hereafter imposed, directly or indirectly, on, against, in respect of, or measured by the Products, or any material contained in the Products, or the inspection, production, manufacture, sale, purchase, storage, transportation, delivery, or other handling of the Products or material contained in the Products, or any feature thereof, or otherwise relating to this Agreement. Fees are not included in the Price and will be billed as a separate line item on each invoice.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. Ratability. In addition to any other rights that Seller may have under this Agreement as a result of Buyer's failure to purchase Products within the Volume Range, if Buyer fails to purchase at least

90% of the Monthly Volume for a given Product at a given Delivery Point, at Seller's sole discretion, upon written notice to Buyer (the "*Underlift Notice*"), Seller may reduce the Monthly Volume thereafter required to be sold and delivered by Seller to Buyer to the actual amount purchased by Buyer (the "*Adjusted Monthly Volume*"), which amount will be stated in the Underlift Notice.

8. Miscellaneous.

a. *Notices.* All notices required by, permitted by or otherwise related to this Agreement shall be in writing and sent by facsimile, overnight courier, hand, registered or certified mail, return receipt requested with all postage fully paid to the relevant Party at the address set forth below the signature block below. A Party may change or provide additional notice information to the other by giving notice in accordance with this section. A notice shall be deemed to have been received by a Party: (i) if delivered by hand or sent by overnight courier, on the day of delivery if a Business Day, or if not a Business Day, on the immediately following Business Day, (ii) if sent by registered or certified mail, return receipt requested, on the date of receipt, and (iii) if transmitted by facsimile, at the time of transmission with answer back confirmation of receipt.

b. *Counterparts; Facsimile Signatures.* The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronically scanned transmittal (including via electronic mail in portable document format) is effective execution for all purposes under this Agreement.

*[signatures commence on following page]*

Buyer and Seller have executed this Agreement to be effective for all purposes as of the Effective Date.

**BUYER:****PORT CONSOLIDATED, INC.**By: Name: Donald CarltonTitle: President**SELLER:****INDIGO ENERGY PARTNERS, LLC**By: Name: David MansfieldTitle: Director of Sales**Notice to Buyer:**

Port Consolidated, Inc.

Attn: Don Carlton

P.O. Box 350430

Fort Lauderdale, FL 33335-0430

Fax: (954) 527-1191

**Notice to Seller:**

Indigo Energy Partners, LLC

Attn: ~~Blake Shirley~~ David Mansfield

P.O. Box 2535

Gainesville, GA 30005

Fax: (678) 928-4925

[Signature Page to Petroleum Product Sale Agreement]

**EXHIBIT A**  
**TO**  
**PETROLEUM PRODUCT SALE AGREEMENT**

**Certain Definitions:**

<b>PLATTS</b>	= Platt's Oilgram Price Report.
<b>Same Day</b>	= Quote for the day of delivery, except for weekend or holiday days, for which the most recently published relevant quote will apply

Delivery Point	Product	Price Per Gallon	Month	Volume (in Gallons)
J015 – US10454#FPRT Evgsds FL-MOT Depot	GN MV 2D (S-15 PPM)		OCT	1,050,000
			NOV	1,050,000
			DEC	1,050,000
			JAN	1,050,000
			FEB	1,050,000
			MAR	1,050,000
	GN NR 2D (S-15 PPM)-DYED		APR	1,050,000
			MAY	1,050,000
			JUN	1,050,000
			JUL	1,050,000
			AUG	1,050,000
			SEP	1,050,000
		Total	12,600,000	

- \* Seller may increase these adders during the Term if and to the extent that Seller's actual secondary costs increase after the Effective Date, but must give Buyer at least 30 days' notice of any changes before they become effective.

[End of Exhibit A]



January 12, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA  
GOVERNMENTAL COOPERATIVE GROUP

---

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, fax, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participants to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a circular stamp.

Don Carlton  
President  
Port Consolidated



January 12, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

---

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 3 different suppliers in Port Everglades for approximately 4 million gallons per month of diesel and 825K gallons per month of gasoline.
2. Port Consolidated has contracted with 2 different suppliers in the Port of Tampa and Orlando for approximately 2.25 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 7 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has 6 satellite phones to utilize during times of crisis when AT&T is not operating.
9. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.



3141 SE 14th Ave. • P.O. Box 350430  
Ft. Lauderdale, FL 33335  
Phone: (954) 522-1182  
Fax: (954) 527-1191  
Toll Free: (800) 683-5823

10. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
11. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 11 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the word 'Sincerely,'.

Don Carlton  
President  
Port Consolidated



COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

**PROPOSER INFORMATION PAGE**

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group  
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

**RFP E-13-17**  
**UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST**  
**FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

**ATTACHMENT "A"**  
**SPECIFICATIONS & REQUIREMENTS**

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated monthly usage of the various fuels included in this Request for Proposals.

**I. SPECIFICATIONS**

1.1 Successful Proposer 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.

1.2 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".

1.3 The products supplied as a result of this Request for Proposals 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.

## 2. PRICING METHODOLOGY:

- 2.1 Prices proposed are to be 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 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	\$ <u>(+) 0.019</u>	\$ <u>(+) 0.089</u>
2	Diesel Fuel #2 Ultra Low Sulfur	\$ <u>(+) 0.019</u>	\$ <u>(+) 0.089</u>
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 30 mile radius of Port Everglades only.	\$ <u>Ø</u> /each	\$ <u>Ø</u> /each

\* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

- 2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed 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)

### Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

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

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

**Plus**

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed 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 proposed 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.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer 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. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 **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 selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer 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 selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

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

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

- 3.1 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.
- 3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

- 4.1 The City reserves the right, based on mutual agreement with the successful proposer, 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 Successful Proposer 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.
- 4.2 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 vendor'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 the contract amendment. No other charges shall be added.

- 4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.
- 4.4 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(s) 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(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

- 5.1 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. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

- 6.1 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 successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.
- 6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.
- 6.3 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.
- 6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.
- 6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer 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: [purchasing@copbfl.com](mailto:purchasing@copbfl.com).

## 8. DELIVERY REQUIREMENTS

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

### 8.1 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.

## 9. 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.

10. 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.

11. 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.

**Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.**

12. 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.

13. ADDITION OF DELIVERY SITES:

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



3141 SE 14th Ave. • P.O. Box 350430  
 Ft. Lauderdale, FL 33335  
 Phone: (954) 522-1182  
 Fax: (954) 527-1191  
 Toll Free: (800) 683-5823

January 12, 2017

Jeff English  
 City of Pompano Beach  
 1190 NE 3rd Avenue  
 Building C  
 Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.149	+0.349
4	Biodiesel Fuel B5	+0.049	+0.149
5	Biodiesel Fuel B20	+0.049	+0.149
6	E85 Fuel Ethanol	.10 under 87E10	.10 under 87E10
7	Biodiesel Fuel B5	.01 under ULSD	.01 under ULSD
8	Biodiesel Fuel B10	.015 under ULSD	.015 under ULSD
9	Biodiesel Fuel B20	.02 under ULSD	.02 under ULSD
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".



Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the word 'Sincerely,'.

Don Carlton  
*President*  
Port Consolidated



January 12, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

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Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct \$0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a horizontal line.

Don Carlton  
President  
Port Consolidated

**Port Consolidated**  
**3141 SE 14<sup>th</sup> Ave.**  
**Fort Lauderdale, FL 33335**

**Exhibit A**

**Petroleum Product**  
**Sales/Purchase Agreement**

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

<b>Buyer:</b>	<b>Seller: PORT CONSOLIDATED</b>
Attn:	Attn: JOSEPH R. SISK
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of \_\_\_\_\_ months, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at \_\_\_% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. IN SO FAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control.

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.





**City of Pompano Beach, Purchasing Division**  
**1190 N.E. 3rd Avenue, Building C**  
**Pompano Beach, Florida, 33060**

December 22, 2016

**ADDENDUM #1, BID E-13-17**

**Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group**

To Whom It May Concern,

Please review the following question and the City's answer.

**Q1:** I wanted to confirm the volume on the bid as it seems to be a sizable difference from last year. Last year's volume: 21,434,744 gallons. This year's volume: 3,621,580 gallons. I wanted to make sure we recorded the correct gallons in our system and communicated it to our bid team.

**A1:** The aggregate fuel capacity of the Southeast Florida Governmental Purchasing Cooperative Group, which is shown in Attachment B, represents only one fill-up of all the tanks owned by each participating Co-op member. Attachment D "Co-op volume report Jan-Dec 2015" may be more useful for annual volume projections, as it records a full year's history of multiple deliveries.

**Q2:** [We] would like to prepare a proposal for the above referenced bid. However, I would like to know if we have to bid on all sites, or can we bid on just the tanker sites?

**A2:** This is an "all or nothing" solicitation. The successful proposer will be expected to provide diesel AND unleaded gasoline to all participating Co-op agencies.

**Q3:** Please provide a copy of the prior bid tabulations, invoice and bill of lading for our records for each location with a tank capacity of 5,000 or more.

**A3:** The previous contract, Attachment C Coral Springs Contract 14-A-035 RFP has been added to the attachments tab. As the successful proposer will bill, deliver to, and enter into separate contracts with approximately 40 participating Co-op agencies, there is no single source for the invoices and bills of lading for each of these agencies.

**Q4:** What are the volumes for this bid, either by agency or total? I need to be able to judge the commitments that need to be made and realistic projections of what products will be needed and in what quantity.

*Handwritten initials*

Addendum #1, E-13-17

**A4:** Attachment D "Co-op volume report Jan-Dec 2015" has been added to the attachments tab.

**Q5:** What agencies may use their own trucks and what volumes would they require?

**A5:** Presently, the City of Boca Raton uses their own trucks. Attachment D "Co-op volume report Jan-Dec 2015" contains a record of their volume.

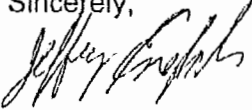
Attachments C and D have been added to the attachments tab of the electronic solicitation. Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) December 28, 2016**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3<sup>rd</sup> Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 4, 2017**.

The remainder of the solicitation is unchanged at this time.

Sincerely,



Jeff English  
Purchasing Agent

cc: website



Don Carlton  
Port Consolidated



3141 SE 14th Ave. • P.O. Box 350430  
Ft. Lauderdale, FL 33335  
Phone: (954) 522-1182  
Fax: (954) 527-1191  
Toll Free: (800) 683-5823

January 12, 2017

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Re: Confirmed Cardlock Locations and Pricing

---

Dear Mr. English:

Please be advised. Port Consolidated has six locations throughout the South Florida where customers can fuel their vehicles directly from our automated fueling stations. They are as follows:

- 11550 NW 36<sup>th</sup> Ave., Miami, FL 33167 – Diesel and Gasoline -Mon. through Fri., 7 AM – 5 PM
- 3141 SE 14<sup>th</sup>, Ave., Ft. Lauderdale, FL 33316 – Diesel and Gasoline 24/7
- 2301 NW 15<sup>th</sup> Ave., Pompano, FL 33069 – Diesel and Gasoline 24/7
- 1126 Hammondville Rd., Pompano, FL 33039 – Diesel Mon. through Fri., 7 AM – 5 PM
- 1782 Skees Rd., West Palm Beach, FL 33411 – Diesel and Gasoline 24/7
- 6951 Garden Rd., Riviera Beach, FL 33404 – Diesel and Gasoline 24/7

Pricing for the above facilities will be the same as our confirmed delivered tankwagon pricing. I will send out Cardlock set-up/activation forms with additional information to the Co-op at a later date.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the typed name and title.

Don Carlton  
President  
Port Consolidated

## Exhibit C

### Rate Schedule

Prices are F.O.B. delivered as a differential from the applicable OPIS price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the City, and Participating Agencies, 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. The differential shall remain firm during the initial contract period and any renewal period unless agreed to in writing by both parties. The below pricing also includes the alternate fuels listed in RFP E-13-17.

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.007	0.089
2	Diesel Fuel	0.007	0.089

## Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	3900012
ULTRA LOW SULFUR DSL FUEL	11,385,089	13,937,291	14,391,968	9,147,096	48,861,444
GASOHOL 87 ETHANOL 10%	8,472,479	8,283,396	8,710,573	6,918,744	32,385,192
DYED ULTRA LOW SULFUR DSL FUEL	575,450	483,811	508,899	556,235	2,124,394
UNLEADED GAS 90 OCTANE	513,615	580,532	306,483	176,844	1,577,473
GASOHOL 89 ETHANOL 10%	266,708	311,931	232,981	144,394	956,014
GASOHOL 93 ETHANOL 10%	3,794	2,868	271,887	363,176	641,724
<b>Grand Total</b>	<b>21,217,135</b>	<b>23,599,829</b>	<b>24,422,791</b>	<b>17,306,488</b>	<b>86,546,243</b>

## Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
<b>BROWARD CNTY BOARD OF NEF</b>	<b>3,806,413</b>	<b>6,512,712</b>	<b>7,064,306</b>	<b>5,052,602</b>	<b>22,436,032</b>
ULTRA LOW SULFUR DSL FUEL	3,024,297	5,355,427	5,732,415	4,012,913	18,125,052
GASOHOL 87 ETHANOL 10%	714,565	1,045,463	1,217,936	922,048	3,900,012
DYED ULTRA LOW SULFUR DSL FUEL	67,551	111,822	113,955	117,641	410,969
<b>SBBC VEHICLE MAINTEN. DPT NEF</b>	<b>2,947,271</b>	<b>2,975,994</b>	<b>2,900,040</b>	<b>1,219,849</b>	<b>10,043,155</b>
ULTRA LOW SULFUR DSL FUEL	2,547,021	2,562,038	2,482,911	901,114	8,493,084
GASOHOL 87 ETHANOL 10%	400,250	413,734	417,088	318,735	1,549,807
DYED ULTRA LOW SULFUR DSL FUEL		222	41		264
<b>SCHOOL DISTRICT PLM BCH CY NEF</b>	<b>2,679,789</b>	<b>2,666,582</b>	<b>2,647,597</b>	<b>1,279,451</b>	<b>9,273,418</b>
ULTRA LOW SULFUR DSL FUEL	2,270,577	2,252,546	2,207,054	945,306	7,675,484
GASOHOL 87 ETHANOL 10%	409,212	414,035	440,543	334,145	1,597,935
<b>CITY OF MIAMI NEF</b>	<b>1,438,960</b>	<b>1,488,426</b>	<b>1,604,534</b>	<b>1,344,769</b>	<b>5,876,689</b>
ULTRA LOW SULFUR DSL FUEL	1,045,511	1,069,244	1,124,823	1,024,074	4,263,652
GASOHOL 87 ETHANOL 10%	369,283	391,488	445,399	289,788	1,495,958
UNLEADED GAS 90 OCTANE	21,900	26,481	33,478	30,907	112,766
DYED ULTRA LOW SULFUR DSL FUEL	2,266	1,213	834		4,313
<b>CITY OF FORT LAUDERDALE NEF</b>	<b>1,467,294</b>	<b>1,395,904</b>	<b>1,527,916</b>	<b>1,235,388</b>	<b>5,626,502</b>
GASOHOL 87 ETHANOL 10%	962,356	943,524	1,059,548	867,250	3,832,677
ULTRA LOW SULFUR DSL FUEL	466,514	413,053	431,639	341,164	1,652,370
DYED ULTRA LOW SULFUR DSL FUEL	38,424	39,327	36,729	26,974	141,454
<b>BROWARD SHERIFF'S OFFICE NEF</b>	<b>2,237,365</b>	<b>1,157,046</b>	<b>986,731</b>	<b>871,431</b>	<b>5,252,573</b>
GASOHOL 87 ETHANOL 10%	1,897,819	872,480	714,221	636,439	4,120,959
ULTRA LOW SULFUR DSL FUEL	318,561	271,318	263,442	222,572	1,075,893
DYED ULTRA LOW SULFUR DSL FUEL	17,042	9,137	6,221	9,835	42,235
GASOHOL 93 ETHANOL 10%	3,794	2,868	2,847	2,571	12,079
UNLEADED GAS 90 OCTANE	149	1,243		15	1,407
<b>CITY OF WEST PALM BEACH NEF</b>	<b>30,244</b>	<b>846,570</b>	<b>749,365</b>	<b>701,308</b>	<b>2,327,487</b>
ULTRA LOW SULFUR DSL FUEL	15,291	417,474	438,392	355,504	1,226,661
GASOHOL 87 ETHANOL 10%	9,358	427,291	242,711	198,499	877,859
DYED ULTRA LOW SULFUR DSL FUEL	4,754	863	66,877	146,647	219,140
UNLEADED GAS 90 OCTANE	841	943	1,386	658	3,827
<b>CITY OF PEMBROKE PINES NEF</b>	<b>558,172</b>	<b>546,249</b>	<b>595,406</b>	<b>464,258</b>	<b>2,164,085</b>
UNLEADED GAS 90 OCTANE	361,646	388,946	139,105		889,697
GASOHOL 93 ETHANOL 10%			269,040	360,605	629,645
ULTRA LOW SULFUR DSL FUEL	179,382	146,805	154,804	85,591	566,581
DYED ULTRA LOW SULFUR DSL FUEL	17,144	10,499	7,457	18,062	53,161
GASOHOL 89 ETHANOL 10%			25,001		25,001
<b>CITY OF SUNRISE NEF</b>	<b>551,681</b>	<b>503,857</b>	<b>541,200</b>	<b>453,892</b>	<b>2,050,630</b>
GASOHOL 87 ETHANOL 10%	371,240	376,713	393,942	338,583	1,480,477
ULTRA LOW SULFUR DSL FUEL	165,702	123,229	142,354	110,043	541,327
DYED ULTRA LOW SULFUR DSL FUEL	14,740	3,916	4,904	5,266	28,826
<b>CITY OF MIRAMAR NEF</b>	<b>513,650</b>	<b>518,984</b>	<b>541,433</b>	<b>409,875</b>	<b>1,983,942</b>
GASOHOL 87 ETHANOL 10%	398,618	398,783	428,912	331,274	1,557,587
ULTRA LOW SULFUR DSL FUEL	79,311	75,793	73,291	59,813	288,207
DYED ULTRA LOW SULFUR DSL FUEL	35,721	44,408	39,230	18,788	138,147
<b>CITY OF HOLLYWOOD NEF</b>	<b>462,625</b>	<b>550,598</b>	<b>466,799</b>	<b>482,897</b>	<b>1,962,919</b>
GASOHOL 87 ETHANOL 10%	177,703	254,827	161,323	149,926	743,777

## Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
UNLEADED GAS 90 OCTANE	94,121	123,220	114,348	133,664	465,353
ULTRA LOW SULFUR DSL FUEL	102,009	101,354	112,489	104,701	420,553
DYED ULTRA LOW SULFUR DSL FUEL	88,792	71,198	78,640	94,606	333,236
<b>TOWN OF DAVIE NEF</b>	<b>439,301</b>	<b>425,160</b>	<b>475,949</b>	<b>368,504</b>	<b>1,708,915</b>
GASOHOL 87 ETHANOL 10%	354,435	341,063	385,537	296,910	1,377,945
ULTRA LOW SULFUR DSL FUEL	75,743	68,885	86,379	71,594	302,600
DYED ULTRA LOW SULFUR DSL FUEL	9,124	15,213	4,034		28,370
<b>CITY OF PLANTATION - FUEL NEF</b>	<b>418,078</b>	<b>405,527</b>	<b>449,572</b>	<b>381,688</b>	<b>1,654,863</b>
GASOHOL 87 ETHANOL 10%	319,697	325,469	357,372	294,845	1,297,382
ULTRA LOW SULFUR DSL FUEL	60,544	55,925	67,764	62,361	246,594
DYED ULTRA LOW SULFUR DSL FUEL	37,837	24,133	24,435	24,482	110,887
<b>CITY OF CORAL SPRINGS NEF</b>	<b>389,609</b>	<b>392,626</b>	<b>448,075</b>	<b>347,058</b>	<b>1,577,367</b>
GASOHOL 87 ETHANOL 10%	291,394	293,479	353,963	261,026	1,199,862
ULTRA LOW SULFUR DSL FUEL	98,215	95,253	93,711	84,101	371,280
DYED ULTRA LOW SULFUR DSL FUEL		3,893	401	1,931	6,226
<b>CITY OF POMPANO BEACH NEF</b>	<b>307,487</b>	<b>380,899</b>	<b>335,851</b>	<b>253,368</b>	<b>1,277,604</b>
ULTRA LOW SULFUR DSL FUEL	176,044	182,869	171,975	126,229	657,117
GASOHOL 87 ETHANOL 10%	114,443	187,239	157,875	117,639	577,196
DYED ULTRA LOW SULFUR DSL FUEL	17,000	10,791	6,001	9,500	43,291
<b>CITY OF RIVIERA BEACH - NEF</b>	<b>264,423</b>	<b>291,609</b>	<b>347,569</b>	<b>290,404</b>	<b>1,194,006</b>
GASOHOL 89 ETHANOL 10%	187,940	227,578	114,085	62,142	591,745
GASOHOL 87 ETHANOL 10%	17,339	358	155,093	148,668	321,457
ULTRA LOW SULFUR DSL FUEL	59,144	59,095	69,616	77,821	265,676
DYED ULTRA LOW SULFUR DSL FUEL		4,578	8,612	1,737	14,928
UNLEADED GAS 90 OCTANE			163	36	199
<b>CITY OF LAUDERHILL NEF</b>	<b>283,599</b>	<b>275,068</b>	<b>312,782</b>	<b>260,742</b>	<b>1,132,191</b>
GASOHOL 87 ETHANOL 10%	219,578	213,532	245,592	209,771	888,473
ULTRA LOW SULFUR DSL FUEL	59,231	52,054	61,272	50,271	222,828
DYED ULTRA LOW SULFUR DSL FUEL	4,790	9,482	5,917	701	20,890
<b>CITY OF MARGATE NEF</b>	<b>253,221</b>	<b>248,000</b>	<b>288,792</b>	<b>218,768</b>	<b>1,008,782</b>
GASOHOL 87 ETHANOL 10%	193,671	196,474	232,472	170,862	793,479
ULTRA LOW SULFUR DSL FUEL	50,403	43,629	48,194	32,731	174,957
DYED ULTRA LOW SULFUR DSL FUEL	9,147	7,897	8,126	15,175	40,345
<b>CITY OF NORTH MIAMI NEF</b>	<b>223,795</b>	<b>260,186</b>	<b>271,724</b>	<b>226,132</b>	<b>981,837</b>
GASOHOL 87 ETHANOL 10%	184,046	214,910	221,533	185,524	806,013
ULTRA LOW SULFUR DSL FUEL	38,575	42,550	47,494	38,607	167,226
DYED ULTRA LOW SULFUR DSL FUEL	1,174	2,726	2,697	2,002	8,598
<b>CITY OF NORTH MIAMI BEACH NEF</b>	<b>263,755</b>	<b>249,049</b>	<b>258,383</b>	<b>192,284</b>	<b>963,471</b>
GASOHOL 87 ETHANOL 10%	220,080	219,951	224,062	177,169	841,262
ULTRA LOW SULFUR DSL FUEL	24,695	14,602	14,756	12,348	66,401
DYED ULTRA LOW SULFUR DSL FUEL	18,980	14,497	19,565	2,766	55,808
<b>CITY OF HALLANDALE BEACH NEF</b>	<b>264,669</b>	<b>228,760</b>	<b>239,017</b>	<b>208,940</b>	<b>941,387</b>
GASOHOL 87 ETHANOL 10%	194,478	174,614	168,163	139,418	676,673
ULTRA LOW SULFUR DSL FUEL	61,329	52,415	68,788	69,522	252,054
DYED ULTRA LOW SULFUR DSL FUEL	8,863	1,731	2,067		12,660
<b>CITY OF DEERFIELD BEACH NEF</b>	<b>243,382</b>	<b>240,706</b>	<b>220,744</b>	<b>163,664</b>	<b>868,496</b>
ULTRA LOW SULFUR DSL FUEL	155,138	154,403	125,117	88,664	523,322
GASOHOL 87 ETHANOL 10%	76,735	80,303	92,755	72,559	322,352

## Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
DYED ULTRA LOW SULFUR DSL FUEL	11,509	6,000	2,872	2,441	22,822
<b>CITY OF COCONUT CREEK NEF</b>	<b>196,722</b>	<b>203,364</b>	<b>226,531</b>	<b>181,651</b>	<b>808,268</b>
GASOHOL 87 ETHANOL 10%	146,921	151,940	172,612	144,559	616,032
ULTRA LOW SULFUR DSL FUEL	49,801	51,424	53,919	37,092	192,236
<b>CITY OF BOCA RATON NEF</b>	<b>214,535</b>	<b>160,265</b>	<b>179,900</b>	<b>136,695</b>	<b>691,396</b>
ULTRA LOW SULFUR DSL FUEL	59,158	60,908	80,088	58,930	259,084
GASOHOL 87 ETHANOL 10%	49,980	56,226	64,002	51,260	221,467
DYED ULTRA LOW SULFUR DSL FUEL	105,397	43,132	35,811	26,505	210,845
<b>CITY OF TAMARAC NEF</b>	<b>160,052</b>	<b>159,595</b>	<b>176,814</b>	<b>137,072</b>	<b>633,533</b>
GASOHOL 87 ETHANOL 10%	93,789	95,449	105,685	82,870	377,793
ULTRA LOW SULFUR DSL FUEL	61,963	60,143	68,825	49,215	240,147
DYED ULTRA LOW SULFUR DSL FUEL	4,300	4,003	2,304	4,987	15,593
<b>CITY OF WESTON NEF</b>	<b>159,701</b>	<b>76,151</b>	<b>76,452</b>	<b>48,508</b>	<b>360,812</b>
GASOHOL 87 ETHANOL 10%	135,283	50,887	46,688	31,505	264,363
ULTRA LOW SULFUR DSL FUEL	22,646	25,264	28,764	17,003	93,677
DYED ULTRA LOW SULFUR DSL FUEL	1,664		1,000		2,664
UNLEADED GAS 90 OCTANE	108				108
<b>TOWN OF PALM BEACH NEF</b>	<b>90,814</b>	<b>78,263</b>	<b>95,935</b>	<b>83,360</b>	<b>348,372</b>
GASOHOL 87 ETHANOL 10%	62,301	57,693	73,294	64,390	257,678
ULTRA LOW SULFUR DSL FUEL	16,028	16,170	21,442	14,593	68,234
DYED ULTRA LOW SULFUR DSL FUEL	12,484	4,401	1,198	4,377	22,460
<b>VILLAGE OF PALM SPRINGS NEF</b>	<b>77,153</b>	<b>77,825</b>	<b>92,250</b>	<b>80,770</b>	<b>327,998</b>
GASOHOL 89 ETHANOL 10%	66,889	67,203	80,612	72,200	286,904
DYED ULTRA LOW SULFUR DSL FUEL	10,264	10,622	11,638	8,570	41,093
<b>VILLAGE OF NORTH PALM BCH -NEF</b>	<b>84,680</b>	<b>80,409</b>	<b>89,565</b>	<b>39,842</b>	<b>294,496</b>
GASOHOL 87 ETHANOL 10%	47,119	43,005	52,680	10,467	153,271
ULTRA LOW SULFUR DSL FUEL	37,088	32,495	36,885	29,375	135,844
GASOHOL 89 ETHANOL 10%		4,909			4,909
DYED ULTRA LOW SULFUR DSL FUEL	473				473
<b>CITY OF DANIA BEACH NEF</b>	<b>49,919</b>	<b>48,415</b>	<b>53,273</b>	<b>45,563</b>	<b>197,169</b>
GASOHOL 87 ETHANOL 10%	16,984	20,304	28,632	29,174	95,093
ULTRA LOW SULFUR DSL FUEL	28,980	26,305	22,892	16,390	94,566
DYED ULTRA LOW SULFUR DSL FUEL	3,955	1,806	1,749		7,510
<b>CITY OF GREENACRES NEF</b>	<b>38,618</b>	<b>43,585</b>	<b>42,874</b>	<b>35,307</b>	<b>160,383</b>
ULTRA LOW SULFUR DSL FUEL	23,534	25,369	25,398	20,744	95,046
GASOHOL 87 ETHANOL 10%	15,083	18,215	17,476	14,563	65,337
<b>CITY OF LIGHTHOUSE POINT NEF</b>	<b>32,888</b>	<b>33,589</b>	<b>36,091</b>	<b>31,602</b>	<b>134,171</b>
GASOHOL 87 ETHANOL 10%	2,855		27,042	25,399	55,295
UNLEADED GAS 90 OCTANE	23,409	26,459	1,797		51,665
ULTRA LOW SULFUR DSL FUEL	6,625	7,130	7,152	6,203	27,110
DYED ULTRA LOW SULFUR DSL FUEL			100		100
<b>SBBC PHYSICAL PLANT OP DPT NEF</b>	<b>28,532</b>	<b>24,355</b>	<b>13,312</b>	<b>14,868</b>	<b>81,067</b>
DYED ULTRA LOW SULFUR DSL FUEL	24,571	20,405	8,899	11,821	65,695
GASOHOL 87 ETHANOL 10%	3,962	3,950	4,412	2,303	14,627
UNLEADED GAS 90 OCTANE				745	745
ULTRA LOW SULFUR DSL FUEL	0				0
<b>CITY OF LAUDERDALE LAKES NEF</b>	<b>20,423</b>	<b>17,689</b>	<b>20,818</b>	<b>13,506</b>	<b>72,436</b>
GASOHOL 89 ETHANOL 10%	11,879	12,241	13,282	10,052	47,455



## Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
ULTRA LOW SULFUR DSL FUEL	6,030	5,393	5,305	3,398	20,126
GASOHOL 87 ETHANOL 10%	1,903		2,010		3,914
DYED ULTRA LOW SULFUR DSL FUEL	557		123		680
UNLEADED GAS 90 OCTANE	53	55	97	55	261
<b>CITY OF SUNNY ISLES BEACH</b>		<b>16,730</b>	<b>21,893</b>	<b>16,152</b>	<b>54,775</b>
ULTRA LOW SULFUR DSL FUEL		16,730	21,893	14,829	53,452
DYED ULTRA LOW SULFUR DSL FUEL				1,323	1,323
<b>TOWN OF HILLSBORO BEACH NEF</b>	<b>11,739</b>	<b>13,294</b>	<b>16,156</b>	<b>10,864</b>	<b>52,053</b>
UNLEADED GAS 90 OCTANE	11,387	13,184	16,109	10,764	51,445
DYED ULTRA LOW SULFUR DSL FUEL	351	110	47	101	609
<b>CITY OF COOPER CITY, FL NEF</b>	<b>3,001</b>	<b>5,788</b>	<b>6,415</b>		<b>15,204</b>
DYED ULTRA LOW SULFUR DSL FUEL	3,001	5,788	6,415		15,204
<b>BROWARD SHERIFF'S OFC - PU-NEF</b>				<b>2,758</b>	<b>2,758</b>
ULTRA LOW SULFUR DSL FUEL				1,578	1,578
GASOHOL 87 ETHANOL 10%				1,180	1,180
<b>SCHOOL DISTRICT- PALM BCH-NF</b>	<b>1,911</b>				<b>1,911</b>
DYED ULTRA LOW SULFUR DSL FUEL	1,911				1,911
<b>TOWN OF PEMBROKE PK- NEF</b>	<b>1,666</b>				<b>1,666</b>
DYED ULTRA LOW SULFUR DSL FUEL	1,666				1,666
<b>VILLAGE OF ROYAL PALM BCH-NEF</b>			<b>727</b>	<b>700</b>	<b>1,427</b>
ULTRA LOW SULFUR DSL FUEL			727	700	1,427
<b>Grand Total</b>	<b>21,217,135</b>	<b>23,599,829</b>	<b>24,422,791</b>	<b>17,306,488</b>	<b>86,546,243</b>

Attachment-E Applicable Fuel Taxes

GASOLINE (NO Ethanol)								
DYED DIESEL & DYED BIO								
Monroe (44)								
ULTRA LOW DIESEL & BIO DIESEL								
Alachua (01)			Baker (02)					
Bradford (04)			Bay (03)					
Broward (06)			Columbia (12)					
Charlotte (08)			Flagler (18)					
Citrus (09)			Gilchrist (21)					
Clay (10)			Glades (22)			(Minimum Local Option)		
Collier (11)								
DeSoto (14)								
Hardee (25)								
Hernando (27)								
Highlands (28)								
Jefferson (33)								
Lee (36)								
Leon (37)								
Madison (40)								
Manatee (41)								
Marion (42)								
Martin (43)								
Nassau (45)			Hillsborough (29)		Brevard (05)			
Osceola (49)			Jackson (32)		Dixie (15)			
Palm Beach (50)			Lake (35)		Duval (16)			
Pasco (51)			Liberty (39)		Franklin (19)			
Polk (53)			Pinellas (52)		Gadsden (20)			
Putnam (54)			Seminole (59)		Hamilton (24)			
Santa Rosa (57)			Sumter (60)		Indian River (31)			
Sarasota (58)			Union (63)		Lafayette (34)			
DIESEL								
DSL			St. Lucie (56)		Escambia (17)		Miami/Dade (13)	
			Suwannee (62)				Wakulla (65)	
			Volusia (64)		Levy (38)		Okaloosa (46)	
					Hendry (26)		Washington (67)	
			0.24300		FEDERAL EXCISE		0.18300	
			0.18500		STATE MOTOR FUEL		0.18625	
			0.15000		LOCAL OPTION		0.20000	
			0.020714		POLLUTION		0.020714	
			0.003143		L.U.S.T & FED OIL		0.003143	
+ Sales Tax								
0.023857			0.60186		TOTAL		0.59311	
					0.58311		0.57311	
					0.56311		0.56311	
					0.54311		0.53311	
			0.26686		FED GOV (st expt)		0.20686	
			0.35886		STATE GOV (fed exnt)		0.41011	
					0.40011		0.39011	
					0.38011		0.36011	
					0.35011			

Attachment-E Applicable Fuel Taxes

ETHANOL (E10)

DYED DIESEL & DYED BIO

Monroe

ULTRA LOW DIESEL & BIO DIESEL

trus Clay Collier DeSoto Hardee Hernando Highlands Jefferson

Lee

Leon

Madison

Manatee

Marion

Martin

Baker

Bay

Columbia

Flagler

Gilchrist

Glades

(Minimum Local Option)

Nassau

Osceola

Palm Beach

Pasco

Polk

Putnam

Sarasota

Holmes

Calhoun

Hillsborough

Jackson

Lake

Liberty

Pinellas

Seminole

Union

Brevard

Dixie

Duval

Franklin

Gadsden

Hamilton

Sumter

Indian River

DIESEL

DSL		St. Lucie Suwannee Volusia		Escambia Levy		Miami/Dade (13) Okaloosa		Wakulla Walton Washington		Orange St. Johns Taylor	
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300	0.18300		0.18300	
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625	0.18625		0.18625	
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000			0.14000	
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714	0.020714		0.020714	
0.003143	0.003143	L.U.S.T & FED OIL	0.002930	0.002930	0.002930	0.002930	0.002930	0.002930		0.002930	
+ Sales Tax											

0.023857    0.60186

TOTAL    0.59289    0.58289    0.57289    0.56289    0.54289    0.53289

FED GOV (st expt)	0.20664	0.20664	0.20664	0.20664	0.20664	0.20664
STATE GOV (fed expt)	0.40989	0.39989	0.38989	0.37989	0.35989	0.34989

UEL TAXES

Effective 01/01/21

AV GAS	Aviation Use Only		Commercial Use (not in planes)			
FEDERAL	0.19300	FEDERAL	0.19300			
* STATE	0.04270					
POLLUTION	0.02071	POLLUTION	0.02071 LUST & FED OIL	0.00314	LUST & FED OIL	0.00314

0.28500    0.21686    +Sales Tax (charge on the product + excise tax total \$)

KEROSENE / JET- Aviation Use Only    Commercial Use (not in planes)

Attachment-E Applicable Fuel Taxes

FEDERAL	0.24300	FEDERAL	0.24300	STATE	0.04270		
POLLUTION	0.02071	POLLUTION	0.02071	LUST & FED OIL	0.00314	LUST & FED OIL	0.00314
0.30956		0.26686	+Sales Tax (charge on the product + excise tax total \$)				
Solvents	0.059			+ Sales Tax			
Greases (LBS)	0.00313			+ Sales Tax			
Lubes	0.025			+ Sales Tax			
Leaded Race Fuel	0.023857			+ Sales Tax			
Unleaded Race Fuel	See Gasoline taxes						

## Attachment F - Sample Invoice Diesel and Unleaded Gasoline

PORT CONSOLIDATED  
 MIAMI . FORT LAUDERDALE .  
 WEST PALM . FORT PIERCE .  
 TAMPA . JACKSONVILLE  
 1.800.683.5823  
 MIAMI: (305)887-1288  
 FT LAUDERDALE: (954)522-1182

*Kathryn McByde*

REMIT TO  
 P.O. BOX 350430  
 FT LAUDERDALE, FL 33335-0430

FEIN: 68-1173292

Account Number: 101910 / 001  
 Invoice Number: 2929426  
 Invoice Date: 10/26/21

Amount Due: \$ 21,031.40

Due Date: 11/10/21

CITY OF POMPANO BEACH NEF  
 PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

Shipping Address:  
 CENTRAL GARAGE - TP  
 1190 NE 3 AVE - BLDG A  
 DEL 7 AM - 2 PM  
 POMPANO BEACH, FL 33060

COUNTY: BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER : 310160  
 PO# REQUIRED  
 TERMS : NET 15 DAYS

320198

Product	Product Description	Delivered Quantity	Unit Price	Extended Price
Driver: LUIS VILLEGAS	Vehicle Code: 5633	Loc: 101110/164	Salesperson: PORT HOUSE	
Order Number: 2929426		BOL Number: 194460		
913/01	ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	8,914.0000	\$2.68300	\$18,550.26
	DFE FEDERAL EXCISE DIESEL		\$0.24300	\$0.00
	DMF STATE MOTOR FUEL DIESEL		\$0.18500	\$1,279.09
	LOCAL OPTION DSL BROWARD		\$0.16000	\$1,037.10
	POLLUTION DIESEL		\$0.02071	\$143.22
	L.U.S.T. DIESEL & FED OIL SPILL		\$0.00314	\$21.73
				<u>\$21,031.40</u>

Item Note: TANK 1

DELIVERY BETWEEN 7AM - 2PM

Comment: THIS DIESEL FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms. It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total: \$18,560.26  
 Shipping / Freight Total: \$0.00  
 Tax Total: \$2,481.14

Total Due: \$21,031.40

320198

SOLD TO / VESSEL  
Acct 101910 / 001  
CENTRAL GARAGE - TP  
1100 NE 3 AVE - BLDG A  
DEL 7 AM - 2 PM  
KATIE 954-786-4108  
POMPANO BEACH, FL 33060

954-786-4108 BROWARD  
PORT HOUSE  
BILLING ADDRESS:  
CITY OF POMPANO BEACH NEF  
PO DRAWER 1300  
POMPANO BEACH, FL  
33061-1800

TANK 1  
DELIVERY BETWEEN 7AM - 2PM

ALT PHONE BRETT 954-786-4163

*H McBrule*  
Customer Signature (Received above gallons)

*10/26/21*  
Date Delivered

Product	
913/01	7.000
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	
Gallons	7000
Price	
Taxes	
Amount	
Driver	L. Villegas
Truck #	15632
BOL#	194480
Am. Paid	
Out	

GALLONS

METER #

Order 2929426  
10/26/2021

**PORT**  
Consolidated  
1-800-683-5823  
www.portconsolidated.com

NET 15 DAYS

310160  
Site 002461  
NA1993, DIESEL FUEL,  
3, PG 1 (ERG 128)

THIS DIESEL FUEL DOES  
NOT CONTAIN VISIBLE  
EVIDENCE OF DYE

\*SEE NOTES ON BACK

In Case of Emergency, Call PERS - (800)633-8200

ORIGINAL COPY

320198

TransMontaigne Partners LLC  
Port Everglades, FL - South #: 0001385  
2701 S E 14th Ave  
Ft Lauderdale, FL 33316  
BILL OF LADING

Order Number:  
Order Date: 10/26/21  
Folio Number: 10/018

BOL Number: 0194460  
Load Start: 10/26/21 21:42  
Load End: 10/26/21 12:03  
Order Type: Rack  
Loadspot Number: 04

Stockholder/Customer  
0000000700  
METROPLEX ENERGY INC  
TMO6390  
PORT CONSOLIDATED, INC.

Account/Consignee  
Account #: 0000063900

PORT CONSOLIDATED, INC.

County:  
Consignee #: 0009090002  
PORT CONSOLIDATED/TERM DEAL/FL

VARIOUS, FL

RECEIVED BY  
TMO6180 PORT CONSOLIDATED INC  
SCAC #: PCDD  
Tractor #:   
Trailer #: 9353  
Trailer2 #:   
DRIVER  
Signature:   
0000853 TOY EDOARDO VILLEGAS

Retail or Petroex #  
P.O. #:  
Terminal EPA #: 0412901069  
Destination EPA #:

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

#### DELIVERY INSTRUCTIONS:

BOL COMMENTS: ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL

\*\*\*\*\* EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CCN22618 \*\*\*\*\*

PRODUCT DESCRIPTION		PRODUCT TOTALS (Gallons)				MESSAGE NUMBER(S)
PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	
UL4342	#2 ULSD (15PPM)	7000	6914	86.2	38.6	2200, 1798, 1542
TOTAL		7000	6914			

H2D MSG: HA1993, DIESEL FUEL, 3, PG III, 1 Cargo Tank,,

SEE ERG GUIDE 129

MSG # MESSAGE  
2200 15ppm sulfur (Maximum) ULSD. Undyed Ultra-Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines.  
1798 DIESEL MEETS OR EXCEEDS ALL APPLICABLE COMPLIANCE STANDARDS AS PER THE MOST CURRENT VERSION OF ASTM D975.  
1542 UNDYED DIESEL FUEL / FEDERAL TAX IMPOSED. LOW SULFUR DIESEL FUEL SUPPLIED DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

PRODUCT BY COMPARTMENT							
COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
01	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.2	38.6
03	43	UL4342	#2 ULSD (15PPM)	1000	988	85.0	38.6
04	43	UL4342	#2 ULSD (15PPM)	1000	988	86.1	38.6
05	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.3	38.6

SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE: \_\_\_\_\_

COMMENTS:

Delivered on 10/26/21  
3.04185710153 per gallon  
X 6914 =  
21,031.40

320198

**Invoice**

PORT CONSOLIDATED  
 MIAMI . FORT LAUDERDALE .  
 WEST PALM . FORT PIERCE .  
 TAMPA . JACKSONVILLE  
 1.800.683.5823  
 MIAMI: (305)687-1266  
 FT LAUDERDALE: (954)522-1182

REMIT TO  
 P.O. BOX 350430  
 FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001  
 Invoice Number: 2947194  
 Invoice Date: 11/18/21

Amount Due: \$ 8,425.28

Due Date: 12/03/21

CITY OF POMPANO BEACH NEF  
 PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

Shipping Address:  
 CENTRAL GARAGE - TP  
 1190 NE 3 AVE - BLDG A  
 DEL 7 AM - 2 PM  
 POMPANO BEACH, FL 33060

COUNTY : BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER : 310160  
 PO# REQUIRED  
 TERMS : NET 15 DAYS

Product	Product Description	Delivered Quantity	Unit Price	Extended Price
Driver: DEMETRIO VASQUEZ Vehicle Code: 6644 Loc: 09/47A		Salesperson: PORT HOUSE		
Order Number: 2947194		BOL Number: 295085184		
E902/01	GASOHOL 87 ETHANOL 10%/ BULK GALLONS	2,963.0000	\$2.43360	\$7,210.76
	GFE FEDERAL EXCISE GAS TAX		\$0.18300	\$0.00
	GMF STATE MOTOR FUEL GAS TAX		\$0.18625	\$551.86
	POLLUTION GAS		\$0.02071	\$61.38
	LOCAL OPTION GAS BROWARD		\$0.20000	\$592.60
	L.U.S.T. E10 & FED OIL SPILL		\$0.00293	\$8.68
				<u>\$8,425.28</u>

Item Note: FUEL IS FOR TANK # 3  
 REQUESTED DELIVERY HRS - 7AM - 2 PM

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms. It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total: \$7,210.76  
 Shipping / Freight Total: \$0.00  
 Tax Total: \$1,214.52

**Total Due: \$8,425.28**



SOLD TO / VESSEL  
Acct 101910 / 001

CENTRAL GARAGE - TP  
1190 NE 3 AVE - BLDG A  
DEL 7 AM - 2 PM  
KATIE 954-786-4109  
POMPANO BEACH, FL 33060

954-786-4109 BROWARD  
PORT HOUSE

## BILLING ADDRESS:

CITY OF POMPAÑO BEACH NEF  
PO DRAWER 1300

POMPAÑO BEACH, FL  
33061-1300

FUEL IS FOR TANK #3  
REQUESTED DELIVERY HRS - 7AM - 2  
PM



ALT PHONE BRETT 854-786-4163

Customer Signature (Received above gallons)

Date Delivered

Product	
E902/01	2,000 3002
GASOHOL 87 ETHANOL 10% BULK GALLONS	
Gallons	3002
Price	
Taxes	
Amount	
Driver	Demetri V
Truck #	1016644/101
BOL#	295085184
Attn Paid	OK

GALLONS

METER #

Order 2947194

11/18/2021



1-800-683-5823  
www.portconsolidated.com

NET 15 DAYS

310160

Site: 002461

UN1203, GASOLINE, 3,  
PGII (ERG# 128)

\*SEE NOTES ON BACK

In Case of Emergency, Call PERS - (800)633-8253

ORIGINAL COPY

COMPANY: MPLX TERMINALS LLC  
ORIGIN: 909 SE 24TH ST FT LAUDERDALE, FL 33316  
BOL NUMBER: 296086184 REV: 0 (018655)  
START LOAD: 11/18/2021 05:20:16 END LOAD: 11/18/2021 05:30:50

## LOADING TICKET / BILL OF LADING

COMPANY REGISTRATION NUMBER: 6396  
FOLIO #: 20211114

## SOLD TO / CUSTOMER / CONSIGNEE:

30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001

## SHIP TO / DESTINATION:

30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001  
VARIOUS FL  
UNKNOWN  
FL

CUSTOMER ACCOUNT #: 730212400352050

SUPPLIER : MPC WHOLESALE (CONTRACT)

SELLER : MARATHON PETROLEUM COMPANY LP

P.O. #:

REQUISITION:

DEST: 99982

RECEIVED BY / CARRIER: 2698 : PORT CONSOLIDATED INC

SCAC CODE : PCDD

TRAILER : 101

WHERE THIS DOCUMENT CONSTITUTES A BILL OF LADING, AND AN EXCEPTION STATED IN 49 C.F.R. §172.204(B) IS NOT MET, THIS IS TO CERTIFY THAT THE BELOW - NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A LAWFUL CONTAINER FOR TRANSPORTATION OF THE LISTED COMMODITIES. CARRIER CERTIFIES THAT THE CARGO TANK WAS REASONABLY FREE OF EXCESSIVE RESIDUE OR OTHER CONTAMINATING MATERIALS WHEN PRESENTED FOR LOADING.

## SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS

10103449 VASQUEZ, DEMETRIO (DV)

x

:CARRIER'S AGENT (DRIVER)

FOR ANY PRODUCT EMERGENCY, CONTACT CHEMTREC @ 1-800-424-9300. CNN#:13740

DOT SHIPPING NAME

GALLONS

JN1203,GASOLINE,3, PG II

3,002

TOTAL QUANTITY 1 CARGO TANK: 3,002

## FINISHED PRODUCTS

COMP	PROD	DESCRIPTION	GROSS	NET	TEMP	GRAV	SEE NOTES BELOW
1	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963	81.0	63.2	6,10,48
TOTALS: 7841 87 OCTANE REGULAR W/10% ETHANOL			3,002	2,963			

## NOTES

- 3 DETERGENT-ADDTIZED GASOLINE.
- 10 WINTER CG. E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL.
- 18 THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430.

- RECEIPT IS ACKNOWLEDGED OF THE ABOVE MERCHANDISE IN GOOD CONDITIONS AND IN THE QUANTITIES INDICATED.

x

:CUSTOMER / COSIGNEE

## Attachment G - Product and Account Gallon Report.xlsx

GALS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
<b>11/2018-10/2019</b>	<b>1,886,589</b>	<b>1,720,163</b>	<b>1,793,381</b>	<b>1,917,010</b>	<b>2,182,004</b>	<b>1,748,559</b>	<b>1,902,883</b>	<b>2,301,567</b>	<b>1,689,303</b>	<b>2,134,654</b>	<b>1,603,197</b>	<b>1,698,242</b>	<b>22,577,553</b>
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,156,648	1,107,494	1,113,795	1,190,933	1,374,522	928,781	1,101,576	1,307,141	1,059,442	1,352,299	956,674	1,057,579	13,706,884
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	686,788	559,715	638,489	661,600	722,728	731,158	731,516	850,696	544,965	727,766	581,265	578,782	8,015,467
DYED ULTRA LOW SULFUR DS/BULK GALLONS	24,013	22,100	26,027	27,807	60,391	52,012	32,676	83,537	32,249	17,668	32,268	38,023	448,770
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	17,671	30,233	13,839	35,869	23,333	16,316	34,320	52,484	23,983	6,997	32,394	23,233	310,670
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	401		500		398		501	6,879	28,139	29,131			65,949
CFN GASOHOL 87 ETHANOL 10% /BULK		37	29	27	71	15,102	1,067	79	44	141		31	16,627
CFN ULTRA LOW SULFUR DSL	557	585	647	609	561	5,028	560	640	480	653	597	539	11,458
DIESEL EXHAUST FLUID/BULK	456						558						1,014
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	55		55	165			110	110				55	550
CFN UNL REC 90						163							163
<b>11/2019-10/2020</b>	<b>1,787,981</b>	<b>1,824,577</b>	<b>1,881,306</b>	<b>1,381,304</b>	<b>1,601,201</b>	<b>1,435,124</b>	<b>1,645,739</b>	<b>1,334,380</b>	<b>1,574,392</b>	<b>1,719,845</b>	<b>1,647,702</b>	<b>1,719,985</b>	<b>19,553,538</b>
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,074,954	1,107,076	1,092,510	720,385	826,359	657,749	813,258	672,818	777,759	979,954	979,181	1,090,894	10,792,897
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	639,929	669,738	680,913	567,355	689,534	643,890	719,657	598,271	710,242	657,577	605,705	559,546	7,742,356
DYED ULTRA LOW SULFUR DS/BULK GALLONS	21,051	17,636	57,425	61,170	49,338	79,316	67,300	29,239	37,840	37,035	16,972	28,307	502,628
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	43,405	24,410	42,462	23,807	28,062	44,971	34,423	26,946	40,182	34,129	39,515	33,241	415,553
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	7,930	4,886	7,132	7,662	7,407	8,305	10,255	5,657	7,667	10,129	5,086	6,982	89,097
CFN ULTRA LOW SULFUR DSL	671	525	517	366	365	391	273	440	356	480	695	969	6,047
DIESEL EXHAUST FLUID/BULK		4	269	418	51	451	450	997	302	401	401		3,743
DIESEL EXHAUST FLUID/55 GL. DRUM NRD		110		110	55		110			110	110		605
CFN GASOHOL 87 ETHANOL 10% /BULK	41	193	78	32	30		14	13	45	31	37	47	597
CFN UNL REC 90						15							15
<b>11/2020-10/2021</b>	<b>1,388,694</b>	<b>1,674,663</b>	<b>1,772,078</b>	<b>2,013,618</b>	<b>1,972,183</b>	<b>1,788,430</b>	<b>1,685,328</b>	<b>1,722,742</b>	<b>1,775,801</b>	<b>1,674,634</b>	<b>1,588,655</b>	<b>1,401,824</b>	<b>20,458,650</b>
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	774,515	947,175	1,022,167	1,174,502	1,092,744	966,107	848,544	941,432	1,039,494	912,538	901,155	769,644	11,390,017
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	536,791	606,807	647,331	727,439	754,513	729,141	733,114	704,009	677,556	702,971	584,769	522,044	7,926,485
DYED ULTRA LOW SULFUR DS/BULK GALLONS	40,960	42,870	50,914	45,194	75,204	54,199	61,820	44,025	17,040	24,395	71,699	50,123	578,443
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	19,689	40,917	28,032	38,796	38,768	33,749	39,469	32,013	40,844	25,519	24,388	41,437	403,621
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	15,738	34,410	22,123	26,771	9,599	4,184	1,193			8,388	5,390	17,316	145,112
DIESEL EXHAUST FLUID/BULK	500	500	1,064	250	945	583	751	651	400	400	800	600	7,444
CFN ULTRA LOW SULFUR DSL	451	454	411	525	367	440	388	573	419	404	418	503	5,353
CFN GASOHOL 87 ETHANOL 10% /BULK	50	1,493	37	30	44	27	49	40	47	19	36	47	1,920
DIESEL EXHAUST FLUID/55 GL. DRUM NRD				110								110	220
CFN UNL REC 90		36											36
<b>Grand Total</b>	<b>5,063,264</b>	<b>5,219,403</b>	<b>5,446,766</b>	<b>5,311,932</b>	<b>5,755,389</b>	<b>4,972,113</b>	<b>5,233,950</b>	<b>5,358,689</b>	<b>5,039,495</b>	<b>5,529,133</b>	<b>4,839,554</b>	<b>4,820,051</b>	<b>62,589,740</b>

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
<b>ULTRA LOW SULFUR DSL FUEL/BULK GALLONS</b>	<b>3,006,117</b>	<b>3,161,745</b>	<b>3,228,472</b>	<b>3,085,820</b>	<b>3,293,625</b>	<b>2,552,637</b>	<b>2,763,377</b>	<b>2,921,391</b>	<b>2,876,696</b>	<b>3,244,792</b>	<b>2,837,010</b>	<b>2,918,117</b>	<b>35,889,798</b>
<b>BROWARD CNTY BOARD OF NEF</b>													
11.2018-10.2019	413,148	394,608	409,516	395,956	457,507	486,613	474,326	490,487	395,156	531,314	412,627	432,329	5,293,585
11/2019-10/2020	365,591	354,128	532,086	391,693	382,752	372,157	403,715	369,124	373,296	378,771	431,572	425,987	4,780,871
11/2020-10/2021	298,556	333,902	410,449	353,417	410,626	404,583	389,164	340,145	340,223	355,363	357,961	332,232	4,326,621
<b>SBBC VEHICLE MAINTEN. DPT NEF</b>													
11.2018-10.2019	201,520	253,282	223,521	254,349	311,587	59,262	58,732	191,614	227,252	281,596	222,992	222,582	2,508,289
11/2019-10/2020	223,531	253,174	126,767	50,142			14,805	7,395	22,201	140,906	237,800	207,105	1,283,826
11/2020-10/2021	156,812	164,056	156,500	193,320	185,469	118,600	81,425	111,056	229,587	229,270	111,697	126,742	1,864,534
<b>SCHOOL DISTRICT PLM BCH CY NEF</b>													
11.2018-10.2019	192,265	207,992	182,741	262,371	246,021	61,590	214,144	206,865	199,900	241,390	40,946	164,530	2,220,755
11/2019-10/2020	202,886	212,296	131,710	15,882	150,000				76,530	173,218	42,031	169,969	1,174,522
11/2020-10/2021	91,289	181,506	139,057	315,643	195,446	132,427	39,722	174,349	177,673	49,617	133,706		1,630,435
<b>CITY OF MIAMI NEF</b>													
11.2018-10.2019	89,507	81,998	89,366	81,870	89,054	74,143	96,276	101,266	81,448	95,412	89,213	81,964	1,051,517
11/2019-10/2020	89,382	74,521	89,386	82,124	73,798	81,435	111,065	93,708	96,207	96,382	80,554	89,387	1,057,949
11/2020-10/2021	88,134	82,012	104,295	104,087	89,008	103,889	103,608	103,593	96,304	96,363	95,127	101,911	1,168,331
<b>CITY OF WEST PALM BEACH NEF</b>													
11.2018-10.2019	44,781	29,797	22,314	37,198	39,152	29,638	37,020	45,350	22,208	30,445	24,475	27,824	390,202
11/2019-10/2020	29,953	30,573	36,231	33,625	30,492	36,543	35,024	36,986	29,924	29,674	29,756	37,244	396,024
11/2020-10/2021	21,202	37,275	29,822	37,196	37,122	29,623	34,602	42,007	30,411	29,506	35,192	33,361	397,319
<b>CITY OF FORT LAUDERDALE NEF</b>													
11.2018-10.2019	40,812	27,904	35,867	34,605	40,934	27,171	38,676	50,234	23,840	34,228	25,781	26,242	406,293
11/2019-10/2020	33,217	34,653	26,852	25,659	23,274	37,600	49,175	30,570	34,611	29,884	34,236	27,335	387,066
11/2020-10/2021	19,846	27,692	27,301	34,310	26,725	27,099	34,592	24,412	27,375	20,273	26,887	34,324	330,836
<b>BROWARD SHERIFF'S OFFICE NEF</b>													
11.2018-10.2019	30,321	16,013	18,233	14,584	25,815	13,512	30,469	32,742	12,129	14,480	12,982	17,103	238,382
11/2019-10/2020	12,242	23,874	12,553	24,365	15,834	20,852	23,878	21,118	18,388	9,805	20,177	19,141	222,226
11/2020-10/2021	11,261	18,084	36,653	10,983	17,393	13,064	26,546	15,350	13,695	18,494	27,873	14,334	223,731
<b>CITY OF POMPANO BEACH NEF</b>													
11.2018-10.2019	20,854			4,713	13,836	43,822	14,306	27,635	6,887	13,830	13,887	6,964	166,734
11/2019-10/2020	5,262	13,900	20,854	6,930	36,935	6,915	20,739	6,909	7,386	21,229			147,059
11/2020-10/2021		5,288	6,957	20,805	13,832	43,818	13,836	20,709	6,910	21,236	13,871		167,262
<b>CITY OF PEMBROKE PINES NEF</b>													
11.2018-10.2019	7,336	13,712	15,785	7,687	14,699	21,466	9,193	14,096	14,412	7,312	5,245	13,081	144,024
11/2019-10/2020	14,544	15,890	10,845	1,535	10,500	6,900	6,289	2,554	15,417	7,438	15,183	7,943	115,037
11/2020-10/2021	11,857	1,051	9,585	7,259	14,445	6,165	6,431	8,073	19,150	10,016	2,150	11,850	108,031
<b>CITY OF SUNRISE NEF</b>													
11.2018-10.2019	3,484	7,939	9,926	14,967	20,148	4,936	22,914	15,950	5,486	13,280	5,940	8,942	133,912
11/2019-10/2020	7,476	4,956	6,495	11,344	10,913	7,500	28,096	6,400	8,973	3,952	6,464	7,938	110,508
11/2020-10/2021	2,987	7,941	7,918	4,525	17,871	3,451	20,118	7,881	3,895	6,917	17,908	7,454	108,866
<b>CITY OF DEERFIELD BEACH NEF</b>													
11.2018-10.2019	14,401	6,958	21,837	7,456	14,861	7,412	14,332	6,922	12,920	7,408	14,852	7,440	136,799
11/2019-10/2020	6,000	7,459	11,999	6,000	12,502	6,423	6,502	8,916	8,500	7,410	10,433	11,915	104,059
11/2020-10/2021	5,967	6,000	6,500	7,441	4,000	7,413	6,000	7,380	7,408	7,413	6,000	13,944	85,466

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
<b>CITY OF HOLLYWOOD NEF</b>													
11.2018-10.2019	7,816	7,777	7,593	7,607	11,340	6,923	11,525	11,889	7,212	10,421	7,134	7,497	104,734
11/2019-10/2020	5,963	10,948	6,230	6,538	7,391	6,414	14,440	15,003	8,910	10,898	9,410	6,483	108,627
11/2020-10/2021	6,595	9,213	9,158	9,496	7,735	9,642	15,920	8,357	8,690	8,376	7,155	9,524	109,861
<b>CITY OF CORAL SPRINGS NEF</b>													
11.2018-10.2019	5,308		15,833	6,885	3,508	6,602	6,870	12,399	3,700	3,800	11,460	4,307	80,672
11/2019-10/2020	5,900	3,980	12,370	4,106	9,970	9,504	14,864	2,987	5,465	3,276	4,701	18,890	96,013
11/2020-10/2021	3,488	2,981	11,148	10,904	9,001	2,000	8,704	9,962	2,569	4,981	9,470	10,948	86,156
<b>TOWN OF DAVIE NEF</b>													
11.2018-10.2019	8,950	5,660	3,578	4,621	5,687	15,560	8,021	4,952	5,799	4,659	6,776	4,267	78,530
11/2019-10/2020	8,621	5,310	8,010	3,274	5,537	814	5,850	19,547	8,965	6,393	7,211	4,654	84,187
11/2020-10/2021	5,274	960	7,367	2,286	7,046	8,150	6,119		15,087			10,886	63,176
<b>CITY OF HALLANDALE BEACH NEF</b>													
11.2018-10.2019	5,383	3,308	4,493	6,200	4,378	3,579	4,960	2,108	3,940	7,894	2,969	4,000	53,212
11/2019-10/2020	5,985	4,465	6,948	3,956	8,415	5,934	5,953	4,152	8,872	4,943	5,444	8,931	73,998
11/2020-10/2021	5,325	4,469	4,000	10,491	2,964	10,864	5,912	4,000	8,918	13,529	5,937	11,522	87,931
<b>CITY OF MIRAMAR NEF</b>													
11.2018-10.2019	12,721	5,667	3,171	6,404	6,203	6,788	5,950	10,516	5,386	5,213	4,993	2,701	75,714
11/2019-10/2020		6,991	5,871	3,767	3,564	6,041	6,326	4,633	6,240	7,068	4,916	5,285	60,702
11/2020-10/2021	4,088	6,580	5,261	5,895	4,644	4,639	4,838	6,288	4,605	5,385	4,275	5,737	62,235
<b>CITY OF BOCA RATON NEF</b>													
11.2018-10.2019	5,017	5,184	5,363	6,040	5,057	8,410	7,225	5,741	6,224	6,714	4,250	5,647	70,872
11/2019-10/2020	6,355	5,642	5,832	4,695	4,535	6,042	5,454	6,020	5,381	4,900	5,751	6,402	67,008
11/2020-10/2021	4,796	5,583	6,086	4,183	3,438	4,998	4,243	4,885	4,670	4,973	4,906	5,228	57,989
<b>CITY OF RIVIERA BEACH - NEF</b>													
11.2018-10.2019	7,447	7,430		7,422	7,430		7,402	5,434		7,222	7,177		56,964
11/2019-10/2020	7,441	7,465		7,425	7,433	7,404	7,394	7,404	7,405	7,419	7,459		74,249
11/2020-10/2021	7,459	11,916	6,502		7,412		7,408	7,406	7,420			7,445	62,968
<b>CITY OF PLANTATION - FUEL NEF</b>													
11.2018-10.2019	6,960		7,463	4,861	6,934	6,919	6,907	6,902	6,916		6,943		60,805
11/2019-10/2020	6,967	6,950	7,443		6,910	6,912	6,909	6,906		6,916		6,965	62,878
11/2020-10/2021	6,972	6,946		6,952	6,907	6,911	6,914	6,001		6,915	6,924	6,966	68,408
<b>CITY OF TAMARAC NEF</b>													
11.2018-10.2019	2,892	9,794	3,471	2,656	11,126	3,136	3,005	10,243	3,426	4,354	3,278	1,807	59,188
11/2019-10/2020	2,300	2,302	2,247	10,346	3,031	1,892	7,961	2,951	3,193	2,031	2,704	10,980	51,938
11/2020-10/2021	2,085	3,299	11,514	2,061	2,438	2,543	10,161	4,957	7,055	2,412	8,378	2,881	59,782
<b>CITY OF LAUDERHILL NEF</b>													
11.2018-10.2019	4,378	4,834	2,477	4,678	5,662	3,470	6,524	4,634	3,960	4,236	4,772	3,490	53,117
11/2019-10/2020	5,141	4,797	5,332	3,137	4,473	3,665	6,158	3,262	4,984	3,710	5,083	4,617	54,359
11/2020-10/2021	4,247	5,076	4,688	4,427	3,483	5,501	3,374	5,901	5,302	3,425	4,575	5,433	55,431
<b>CITY OF COCONUT CREEK NEF</b>													
11.2018-10.2019	7,485		7,450		7,415	7,365		10,869		7,403	7,347		55,334
11/2019-10/2020	7,481		7,457	5,929		9,946	3,260	3,353	2,172	4,201			43,799
11/2020-10/2021	2,983	554	3,671	3,500	2,173	2,965	1,383	3,298	1,580	4,049	3,971	2,980	33,108
<b>CITY OF NORTH MIAMI NEF</b>													

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	4,965	2,974	2,979	1,982	2,968	5,919	2,958	6,907	2,963	2,963	1,979	3,968	43,525
11/2019-10/2020	2,978	5,954	1,984	1,981	3,952	3,950	1,972	2,954	6,902	3,954	3,966	3,971	44,518
11/2020-10/2021	2,988	2,996	4,974	3,962	2,968	2,967	2,962	5,914	3,948	1,973	989	2,976	39,617
<b>CITY OF MARGATE NEF</b>													
11.2018-10.2019	2,427	2,483	3,473	3,974	2,668	9,667	5,129	5,449	1,480	2,370	993		40,113
11/2019-10/2020	3,477	997	3,469	7,471	3,959	1,976	5,915	2,068	6,141	2,174	1,982	61	39,690
11/2020-10/2021	2,190	3,474	3,177	2,479	6,480	3,952	4,434	2,460	2,962	2,964	1,486	171	36,229
<b>VILLAGE OF NORTH PALM BCH -NEF</b>													
11.2018-10.2019	2,476	2,879	2,100	2,737	2,793	2,727	2,694	4,752	2,339	3,105	2,378	3,158	34,139
11/2019-10/2020	2,641	2,632	2,590	2,601	2,701	2,962	2,872	2,861	2,991	2,907	2,904	2,370	33,032
11/2020-10/2021	2,995	2,750	2,847	2,698	2,862	3,314	2,790	2,808	2,745	2,763	3,062	428	32,059
<b>CITY OF GREENACRES NEF</b>													
11.2018-10.2019	2,325	2,132	2,000	1,558	2,445	2,278	1,769	2,614	2,138	2,164	1,700	1,928	25,051
11/2019-10/2020	2,788	1,697	1,475	1,326	1,701	2,264	1,616	1,325	2,598	2,138	1,187	1,959	22,074
11/2020-10/2021	2,058	2,150	1,501	2,802	1,600	2,200	1,900	1,880	2,200	2,300	1,221	2,173	23,985
<b>CITY OF WESTON NEF</b>													
11.2018-10.2019	4,000		4,003		4,000	404	2,000	4,405		4,445	4,400		27,657
11/2019-10/2020	3,500	4,500	2,050	3,460			4,503			4,500			22,513
11/2020-10/2021		3,501		4,500	1,501			4,500			4,499		18,501
<b>CITY OF DANIA BEACH NEF</b>													
11.2018-10.2019	3,000	2,990	3,000	2,478	3,502	2,500	1,977	1,500		2,000	2,500		25,447
11/2019-10/2020	1,808	2,005	1,322		2,000	1,000	599	2,000	2,000		1,800	2,000	16,535
11/2020-10/2021	1,000	1,000	990	2,000	1,000	2,000	1,001	2,000	1,000	1,000	2,800	3,000	18,791
<b>CITY OF SUNNY ISLES BEACH</b>													
11.2018-10.2019	1,485	1,401	1,486	1,452	2,636	1,500	1,760	3,261	1,200	1,170	2,552	1,200	21,103
11/2019-10/2020	1,206	2,622	1,281			1,300	1,330	1,200	1,333	2,296	2,402	1,403	16,373
11/2020-10/2021	1,151	2,502	1,196	1,378	2,197	1,160	1,451	1,504	2,302	1,101	1,171	1,350	18,462
<b>TOWN OF PALM BEACH NEF</b>													
11.2018-10.2019	2,696	453	1,106	1,956	1,364	4,608	500	5,091		384	1,882	1,326	21,367
11/2019-10/2020	1,970	800	1,921	752	684	2,192	4,379	400		469	1,114	983	15,662
11/2020-10/2021	427	1,929	2,167	462	2,510		1,011	2,053	2,439	1,238	1,479	468	16,184
<b>CITY OF NORTH MIAMI BEACH NEF</b>													
11.2018-10.2019		1,151	2,402	1,204	2,700		2,602	2,000	650		1,500	2,000	16,209
11/2019-10/2020	1,600		2,000		2,500		2,101		1,974		2,000		12,175
11/2020-10/2021		3,788		3,701	2,099	1,367	740	1,906	2,299			1,985	17,885
<b>CITY OF LIGHTHOUSE POINT NEF</b>													
11.2018-10.2019	488	422	900	461	500	455	910	736	470	492	427	480	6,743
11/2019-10/2020	500	897	391	323	387	1,012	683	436	500	493	505	511	6,638
11/2020-10/2021	483	451	384	827		591	933	399	372	388	485	890	6,202
<b>CITY OF LAUDERDALE LAKES NEF</b>													
11.2018-10.2019		754	347		593	405	500	852		596	326	801	5,174
11/2019-10/2020	250	699	508		215	201	831		300	600	437	465	4,505
11/2020-10/2021		252	500	512	350	212	301		701	300		500	3,627
<b>BROWARD SHERIFF'S OFC - PU-NEF</b>													
11/2019-10/2020							1,578	0					1,578

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
<b>VILLAGE OF ROYAL PALM BCH-NEF</b>													
11.2018-10.2019								727					727
11/2019-10/2020							1,024	(324)					700
<b>GASOHOL 87 ETHANOL 10%/ BULK GALLONS</b>	<b>1,863,508</b>	<b>1,836,260</b>	<b>1,966,732</b>	<b>1,956,395</b>	<b>2,166,775</b>	<b>2,104,188</b>	<b>2,184,287</b>	<b>2,152,975</b>	<b>1,932,763</b>	<b>2,088,313</b>	<b>1,771,740</b>	<b>1,660,372</b>	<b>23,684,308</b>
<b>BROWARD CNTY BOARD OF NEF</b>													
11.2018-10.2019	93,854	82,319	89,286	90,671	115,955	145,112	102,864	117,551	71,707	105,456	34,802	64,754	1,114,332
11/2019-10/2020	78,057	93,093	112,507	56,476	140,422	66,891	99,043	73,958	86,541	100,946	77,236	51,249	1,036,420
11/2020-10/2021	67,952	91,030	89,012	134,528	180,197	101,559	111,402	114,927	107,042	109,915	76,910	29,344	1,213,818
<b>CITY OF FORT LAUDERDALE NEF</b>													
11.2018-10.2019	96,307	62,556	89,221	71,338	88,859	96,650	79,627	96,440	69,901	97,072	79,249	43,989	971,209
11/2019-10/2020	87,335	88,955	61,238	79,842	70,926	97,065	87,630	70,594	87,737	79,602	71,068	71,223	953,215
11/2020-10/2021	53,535	80,750	79,878	80,320	80,115	97,522	87,355	74,289	70,778	88,390	70,919	88,615	952,465
<b>BROWARD SHERIFF'S OFFICE NEF</b>													
11.2018-10.2019	40,163	48,180	54,160	52,984	47,177	49,458	57,093	75,763	44,747	56,398	65,775	57,700	649,600
11/2019-10/2020	43,061	71,265	65,364	46,076	63,320	71,842	67,718	59,020	67,377	47,410	49,189	55,130	706,772
11/2020-10/2021	47,244	59,876	64,739	57,576	59,650	64,005	72,766	57,892	41,830	63,916	52,047	35,492	677,034
<b>SCHOOL DISTRICT PLM BCH CY NEF</b>													
11.2018-10.2019	25,300	24,794	39,579	40,079	47,789	24,575	47,301	47,821	27,603	40,410	24,333	29,761	419,344
11/2019-10/2020	40,068	32,746	32,177	25,895	30,711	29,497	10,377	32,488	40,718	33,993	17,229	16,851	342,748
11/2020-10/2021	32,365	40,323	33,806	56,114	32,969	40,464	24,954	40,727	40,400	11,073	39,592	10,276	403,063
<b>SBBC VEHICLE MAINTEN. DPT NEF</b>													
11.2018-10.2019	37,244	29,674	37,110	22,262	36,972	29,520	44,198	55,509	29,220	29,489	29,580	29,695	410,473
11/2019-10/2020	37,285	29,822	22,355	21,077		14,742	22,120	44,259	51,686	29,557	29,617	29,762	332,282
11/2020-10/2021	37,336	29,825	37,262	29,819	37,130	37,000	44,251	29,423	36,879	44,285	29,620	22,328	415,158
<b>CITY OF MIRAMAR NEF</b>													
11.2018-10.2019	56,596	29,227	32,816	35,613	38,498	33,678	31,549	39,012	34,015	31,451	23,970	18,635	405,059
11/2019-10/2020	17,775	32,097	29,337	41,168	34,272	28,479	34,327	29,290	27,535	38,028	36,958	27,762	377,029
11/2020-10/2021	27,466	26,396	27,290	33,616	27,431	25,172	32,557	26,322	27,622	26,308	26,047	32,144	338,371
<b>CITY OF SUNRISE NEF</b>													
11.2018-10.2019	22,720	29,448	37,747	31,698	30,700	23,742	38,689	37,799	28,791	32,475	23,021	37,615	374,445
11/2019-10/2020	36,750	23,917	32,823	23,842	31,824	29,842	39,729	24,619	34,200	29,436	28,843	23,872	359,696
11/2020-10/2021	31,567	23,049	37,798	32,757	33,635	26,834	27,902	35,750	33,940	29,233	27,434	29,087	368,984
<b>CITY OF MIAMI NEF</b>													
11.2018-10.2019	24,896	33,292	33,724	33,566	33,103	32,408	32,976	41,676	33,874	41,773	25,157	33,688	400,133
11/2019-10/2020	40,634	33,006	32,000	23,994	16,810	31,914	32,743	29,947	24,676	25,126	33,185	33,204	357,239
11/2020-10/2021	25,417	23,380	25,325	25,259	33,365	24,718	32,067	31,895	25,080	30,694	29,632	24,818	331,650
<b>TOWN OF DAVIE NEF</b>													
11.2018-10.2019	35,207	25,023	25,927	32,354	26,604	35,094	26,476	34,941	32,148	23,955	25,114	23,855	346,698
11/2019-10/2020	25,827	19,704	38,211	26,809	26,422	26,853	30,735	26,996	24,133	34,555	32,623	30,791	343,659
11/2020-10/2021	25,918	25,192	29,546	25,009	26,425	25,089	32,158	25,089	31,636	23,353	17,055	29,505	315,975
<b>CITY OF PLANTATION - FUEL NEF</b>													
11.2018-10.2019	36,338	27,268	18,393	27,441	35,937	27,020	26,294	35,811	24,214	27,095	18,503	27,018	331,331
11/2019-10/2020	27,016	27,452	18,080	26,947	27,176	26,337	35,572	26,207	35,646	17,473	26,664	27,401	321,971
11/2020-10/2021	27,461	17,924	27,060	27,403	26,842	26,836	27,138	35,430	26,477	26,175	26,927	27,062	322,735

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
<b>CITY OF CORAL SPRINGS NEF</b>													
11.2018-10.2019	33,690	17,840	17,764	33,542	25,546	25,834	32,657	34,329	16,690	26,348	25,862	17,728	307,830
11/2019-10/2020	8,856	35,407	31,240	26,607	22,324	21,173	39,131	15,631	25,450	16,727	26,349	30,558	299,453
11/2020-10/2021	25,849	16,819	26,639	26,639	24,292	26,425	25,416	33,142	17,459	31,117	28,503	22,780	305,080
<b>CITY OF WEST PALM BEACH NEF</b>													
11.2018-10.2019	25,471	16,609	16,958	17,018	24,902	16,459	16,944	25,283	16,909	16,502	36,494	42,074	271,623
11/2019-10/2020	16,588	25,076	16,837	16,793	16,401	16,775	24,689	16,720	25,125	16,763	16,405	16,995	225,167
11/2020-10/2021	8,440	22,972	16,867	16,916	16,402	16,767	16,708	25,011	16,690	16,716	16,820	16,917	207,226
<b>CITY OF LAUDERHILL NEF</b>													
11.2018-10.2019	20,109	19,102	13,259	20,178	25,212	12,574	25,509	18,687	18,548	20,087	18,406	12,960	224,631
11/2019-10/2020	18,707	16,685	21,410	12,707	18,930	13,198	23,678	16,375	21,897	18,602	15,994	19,294	217,477
11/2020-10/2021	16,965	20,006	21,061	18,957	18,501	22,310	17,309	18,256	21,555	17,559	17,549	21,510	231,538
<b>CITY OF NORTH MIAMI NEF</b>													
11.2018-10.2019	18,830	13,830	22,312	14,701	13,499	18,415	21,808	23,987	12,777	13,750	23,685	12,856	210,450
11/2019-10/2020	22,796	17,858	13,874	14,448	20,770	20,662	14,626	13,677	17,665	21,486	20,744	12,876	211,482
11/2020-10/2021	13,917	13,908	19,833	20,849	12,856	22,596	13,668	17,653	19,672	14,562	15,129	13,851	198,494
<b>CITY OF NORTH MIAMI BEACH NEF</b>													
11.2018-10.2019	15,148	21,253	15,102	21,489	23,494	14,055	19,304	24,329	13,333	21,480	19,855	20,604	229,445
11/2019-10/2020	11,949	19,810	12,688	10,303	21,207	13,522	21,555	12,606	11,916	21,357	11,807	20,021	188,741
11/2020-10/2021	13,427	20,199	10,650	21,997	9,682	19,770	14,624	18,707	13,424	17,656	9,619	21,110	190,867
<b>CITY OF MARGATE NEF</b>													
11.2018-10.2019	19,344	12,880	19,299	18,748	12,115	35,479	17,431	21,494	13,464	20,252	14,108	839	205,453
11/2019-10/2020	18,842	13,886	19,843	27,363	18,279	12,814	23,620	12,187	22,519	12,609	13,359	196	195,517
11/2020-10/2021	13,231	19,465	19,620	12,495	36,223	19,233	17,697	12,260	19,194	20,184	13,344	3,174	206,120
<b>CITY OF HOLLYWOOD NEF</b>													
11.2018-10.2019	10,506	10,813	10,870	10,379	15,586	9,863	14,803	12,999	10,525	15,578	36,658	29,249	187,826
11/2019-10/2020	10,576	14,395	10,072	11,507	16,937	10,743	18,058	9,093	13,983	15,675	14,852	10,191	156,080
11/2020-10/2021	11,049	16,142	14,875	13,525	13,721	16,107	21,135	14,229	16,744	16,866	9,275	14,097	177,764
<b>CITY OF COCONUT CREEK NEF</b>													
11.2018-10.2019	16,325	8,689	8,677	17,403	8,770	17,497	17,455	13,427	8,138	16,699	8,663	17,453	159,196
11/2019-10/2020	18,820	9,889	19,701	8,016	15,717	17,315	13,723	9,339	10,900	14,705	8,367	8,430	154,922
11/2020-10/2021	15,532	7,731	15,407	15,989	15,203	14,091	13,009	16,567	10,393	20,336	11,557	12,633	168,448
<b>CITY OF HALLANDALE BEACH NEF</b>													
11.2018-10.2019	11,859	15,349	13,403	17,338	13,881	9,892	15,695	11,886	5,692	19,644	8,909	13,912	157,460
11/2019-10/2020	8,971	8,871	16,755	7,908	18,574	10,723	12,662	13,810	16,504	8,777	15,793	15,837	155,185
11/2020-10/2021	11,742	10,947	7,000	22,877	5,432	20,192	9,769	8,644	15,760	18,179	8,827	19,852	159,221
<b>CITY OF POMPANO BEACH NEF</b>													
11.2018-10.2019	7,907		7,686	15,785	7,878	39,719	15,690	15,694	7,848	15,722	15,791	7,935	157,655
11/2019-10/2020	7,891	7,929	7,939	7,893	31,900	15,746	7,875	15,742	7,871	15,749	7,887		134,422
11/2020-10/2021		7,853	7,000	7,922	15,804	31,843	15,743	7,847	15,752	15,757	7,903		133,424
<b>CITY OF RIVIERA BEACH - NEF</b>													
11.2018-10.2019								7,357		17,649			25,006
11/2019-10/2020	26,699	8,880	26,479	16,387	17,514	26,482	17,716	16,812	16,677	25,584	17,445	17,754	234,429
11/2020-10/2021				8,850	17,676	17,568	17,584	16,999	17,398	16,656	17,658	8,756	139,145
<b>CITY OF TAMARAC NEF</b>													



## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	7,668	7,431	7,433	7,441	14,757	7,341	7,347	10,856	6,000	7,374	7,301	7,425	98,374
11/2019-10/2020	7,438	7,433	7,450	7,431	7,403	7,378	10,093	7,002	7,358	7,379	7,396	7,421	91,182
11/2020-10/2021	7,757	7,659	7,453	7,622	7,406	7,588	13,969	3,922	14,039	7,768	5,926	7,462	98,571
<b>CITY OF DEERFIELD BEACH NEF</b>													
11.2018-10.2019	7,459	7,408	7,424	7,911	7,393	7,381	7,844	14,741	7,355			7,395	82,311
11/2019-10/2020	5,005	8,177	6,000	6,002	5,919	10,412	4,001	8,909	5,451	7,392	8,001	6,945	82,214
11/2020-10/2021	5,971	6,001	6,000	7,438	6,005	7,477	7,378	7,380	7,373	7,364	6,502	6,001	80,890
<b>TOWN OF PALM BEACH NEF</b>													
11.2018-10.2019	6,300	3,931	3,200	4,001	6,999	4,956	7,456	8,004		7,002	3,982	6,814	62,643
11/2019-10/2020	4,000	6,448	7,000	6,431	6,107	3,411	9,104	3,404	8,583	3,501	4,000	6,998	68,987
11/2020-10/2021	3,000	7,644	6,113	4,000	5,521	3,000	6,870	5,868	5,300	3,676	6,401	7,122	64,516
<b>CITY OF BOCA RATON NEF</b>													
11.2018-10.2019	4,852	5,008	4,631	5,653	5,157	4,044	6,062	4,228	4,385	5,551	3,708	4,847	58,125
11/2019-10/2020	4,950	4,986	4,871	4,020	3,596	5,001	5,057	4,818	5,058	4,383	4,605	5,489	56,834
11/2020-10/2021	3,864	4,634	5,552	4,634	4,841	4,630	3,609	5,394	5,125	4,162	4,193	5,105	55,744
<b>CITY OF WESTON NEF</b>													
11.2018-10.2019	4,501		4,501	4,500	4,501		5,802	6,001		6,434		4,502	40,742
11/2019-10/2020	4,500		6,002	4,448		4,502	4,500		4,502	4,500		4,500	37,454
11/2020-10/2021	4,501		4,500	4,500	2,501		4,202	4,502	4,502	4,502		4,500	38,210
<b>VILLAGE OF NORTH PALM BCH -NEF</b>													
11.2018-10.2019	3,800	3,957	4,000	3,503	5,116	3,401	4,200	7,319	3,500	4,537	4,240	4,061	51,634
11/2019-10/2020	3,600	3,701	3,450	2,651	725	794	1,500				4,402	3,300	24,124
11/2020-10/2021		2,201	1,200				4,001	1,360	1,000	1,700	4,046		15,508
<b>CITY OF DANIA BEACH NEF</b>													
11.2018-10.2019	2,501	2,300	2,500	2,362	2,401	2,200	2,501	2,470		2,500	2,400		24,135
11/2019-10/2020	2,424	2,500	2,500	2,173	2,501	4,151	2,326	2,003	4,200	2,000	2,400	2,201	31,378
11/2020-10/2021	2,000	2,000	1,990	3,965	1,501	4,002	3,200	4,002	1,988	2,500	2,001	4,002	33,151
<b>CITY OF LIGHTHOUSE POINT NEF</b>													
11.2018-10.2019					1,850	1,800	3,802	2,959	1,805	2,100			14,315
11/2019-10/2020	1,296	4,228	1,500	1,802	2,322	3,479	2,908	1,700	2,179	1,989	1,801	2,100	27,304
11/2020-10/2021	1,787	1,699	2,101	4,299	1,800	1,500	3,871	2,258	2,314	2,306	1,978	3,257	29,170
<b>CITY OF GREENACRES NEF</b>													
11.2018-10.2019	1,558	1,535	1,200	1,329	1,520	1,848	1,497	1,726	1,476	1,525	1,394	878	17,485
11/2019-10/2020	1,876	1,285	950	340	526	1,854	1,363	791	1,906	1,975	1,134	970	14,969
11/2020-10/2021	1,200	900	1,753	1,301	1,000	1,532	1,300	1,504	1,336	1,506	1,053	1,244	15,628
<b>VILLAGE OF PALM SPRINGS NEF</b>													
11/2020-10/2021						3,016	8,209	5,909	7,218	7,019			31,371
<b>SBBC PHYSICAL PLANT OP DPT NEF</b>													
11.2018-10.2019	336		309	312	559	268	643	599	300	322	306	539	4,493
11/2019-10/2020	337	236	260			293	300	275	249	300	352	224	2,826
11/2020-10/2021	301	283		262	386	294	300		356	314	303		2,797
<b>CITY OF LAUDERDALE LAKES NEF</b>													
11.2018-10.2019						875				1,136			2,010
11/2020-10/2021							992	850	1,282	1,226			4,349
<b>BROWARD SHERIFF'S OFC - PU-NEF</b>													

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020							1,180	0					1,180
<b>DYED ULTRA LOW SULFUR DS/BULK GALLONS</b>	<b>86,025</b>	<b>82,606</b>	<b>134,365</b>	<b>134,171</b>	<b>184,933</b>	<b>185,527</b>	<b>161,797</b>	<b>156,800</b>	<b>87,129</b>	<b>79,098</b>	<b>120,938</b>	<b>116,453</b>	<b>1,529,841</b>
<b>BROWARD CNTY BOARD OF NEF</b>													
11.2018-10.2019	7,415	6,629	6,329	7,463	9,191	15,207	8,408	11,679	7,743	9,496	7,444	20,032	117,034
11/2019-10/2020	8,278	7,054	8,335	6,066	16,838	12,945	6,602	7,368	6,221	7,471	7,205	7,831	102,214
11/2020-10/2021	13,993	6,237	14,865	6,992	15,795	10,458	8,574	7,942	7,113	6,336	15,364	9,737	123,406
<b>CITY OF HOLLYWOOD NEF</b>													
11.2018-10.2019	8,402		6,935	6,922	13,852	11,922	6,910	6,700	(77)	5,241	6,927	6,954	80,688
11/2019-10/2020	6,100		6,958		9,375	36,559		34	6,917		6,940	7,171	80,054
11/2020-10/2021	13,925	6,958	6,945	6,935	26,671	14,705	6,913				6,928	6,965	96,945
<b>CITY OF WEST PALM BEACH NEF</b>													
11.2018-10.2019			301			613			9,797				10,711
11/2019-10/2020			21,293	27,714	13,873	7,417	14,890	6,896		21,264		7,459	120,806
11/2020-10/2021	12,819	13,933	20,871	14,382		7,419	7,210	7,410			20,784	13,901	118,729
<b>CITY OF BOCA RATON NEF</b>													
11.2018-10.2019	1,000	2,505	2,001	1,001	3,251	4,002	6,503	4,102	2,970	2,000	4,380	3,000	36,714
11/2019-10/2020	1,000	1,001	3,280	2,300	4,001	3,000	6,601	3,500		2,502	1,001	3,401	31,586
11/2020-10/2021		3,018	1,000		4,100	4,000	2,400	3,780	6,459	2,985	2,884		30,626
<b>CITY OF MIRAMAR NEF</b>													
11.2018-10.2019		11,937			9,457	7,384	1,593	6,676			7,451	3,013	47,512
11/2019-10/2020			5,002	9,118			2,000		1,801				17,920
11/2020-10/2021		7,444	3,136		1,150	5,814	5,000		1,501		4,407		28,452
<b>CITY OF FORT LAUDERDALE NEF</b>													
11.2018-10.2019			4,106		8,218			15,469			445		28,237
11/2019-10/2020		3,650	8,709	683			9,947	2,001	2,947				27,936
11/2020-10/2021			650	6,254	3,380	2,695	5,357	801		5,040	10,629	800	35,606
<b>CITY OF PLANTATION - FUEL NEF</b>													
11.2018-10.2019	3,262	189	174	4,276	3,485	9,287	431	2,902	228	422	439		25,093
11/2019-10/2020	2,500	201	250		3,436	9,800	4,141	575	226	3,000	152	303	24,583
11/2020-10/2021	150	2,705	150	276	250	3,087	425	551	264	400	100	200	8,558
<b>CITY OF PEMBROKE PINES NEF</b>													
11.2018-10.2019	200				399			4,000			828		5,427
11/2019-10/2020		2,238	200	619	120				7,092				10,270
11/2020-10/2021					1,800		1,800	7,886		210	6,500	4,350	22,546
<b>SBBC PHYSICAL PLANT OP DPT NEF</b>													
11.2018-10.2019	154	155	360	171	118	400	457	4,334	73	383	181	849	7,633
11/2019-10/2020	1,163		768	374	1,075	353	4,568	3,005	810	534		659	13,309
11/2020-10/2021		58	321	790	10,289	786	2,512	224	158	137	1,000	98	16,372
<b>CITY OF NORTH MIAMI BEACH NEF</b>													
11.2018-10.2019					7,418			1,948	284				9,650
11/2019-10/2020				9,915			1,157		682	927			12,681
11/2020-10/2021				6,501			4,900						11,401
<b>CITY OF MARGATE NEF</b>													
11.2018-10.2019				4,878		800		643			851	2,100	9,273

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020	1,805						1,446			800			4,051
11/2020-10/2021				2,294								12,929	15,223
<b>VILLAGE OF PALM SPRINGS NEF</b>													
11.2018-10.2019	1,500		1,269		1,001	1,301	1,784	1,800	1,000			1,000	10,655
11/2019-10/2020		1,212		2,000		1,394	1,050	2,255			1,540		9,451
11/2020-10/2021			2,000		1,200		1,135	1,004		977	871	1,000	8,187
<b>TOWN OF DAVIE NEF</b>													
11.2018-10.2019								4,034					4,034
11/2020-10/2021							9,863	3,979		7,406			21,248
<b>CITY OF POMPANO BEACH NEF</b>													
11.2018-10.2019			2,493					3,001	1,000				6,494
11/2019-10/2020			2,000				4,499	2,500	1,500				10,499
11/2020-10/2021					3,000			1,000			1,000		5,001
<b>BROWARD SHERIFF'S OFFICE NEF</b>													
11.2018-10.2019					2,124		2,222	0	1,875				6,221
11/2019-10/2020						2,375	1,135		5,126				8,635
11/2020-10/2021		1,200							1,250				2,450
<b>CITY OF SUNRISE NEF</b>													
11.2018-10.2019	2,081	93	118	1,674	125	85	150	1,715	197	127	158	79	6,600
11/2019-10/2020	110	118	215	139	154	160	2,660	241	142	137	134	117	4,327
11/2020-10/2021	74	1,318	95	116	160	276	2,881	101	296	152	140	144	5,753
<b>CITY OF RIVIERA BEACH - NEF</b>													
11.2018-10.2019		243	1,942	1,424	709	483	550	4,075	443				9,868
11/2019-10/2020	95	510			467	327		63				324	1,785
11/2020-10/2021			881			500		766		501			2,648
<b>CITY OF COOPER CITY, FL NEF</b>													
11.2018-10.2019								4,173					4,173
11/2019-10/2020				2,242									2,242
11/2020-10/2021						4,458							4,458
<b>CITY OF TAMARAC NEF</b>													
11.2018-10.2019						304			2,000				2,304
11/2019-10/2020						4,987							4,987
11/2020-10/2021					2,260								2,260
<b>CITY OF MIAMI NEF</b>													
11.2018-10.2019							834						834
11/2020-10/2021								8,165					8,165
<b>TOWN OF PALM BEACH NEF</b>													
11.2018-10.2019									1,198				1,198
11/2019-10/2020									4,377				4,377
11/2020-10/2021					3,357								3,357
<b>CITY OF NORTH MIAMI NEF</b>													
11.2018-10.2019					490			1,228				996	2,713
11/2019-10/2020		980					910						1,890
11/2020-10/2021				653			409				1,091		2,154
<b>CITY OF CORAL SPRINGS NEF</b>													

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019		351						401			3,164		3,916
11/2019-10/2020							1,931						1,931
11/2020-10/2021					591					251			842
<b>CITY OF LAUDERHILL NEF</b>													
11.2018-10.2019							2,398		3,519				5,917
11/2019-10/2020								701					701
<b>CITY OF DEERFIELD BEACH NEF</b>													
11.2018-10.2019								2,201					2,201
11/2019-10/2020		672					2,441						3,112
11/2020-10/2021								416					416
<b>CITY OF DANIA BEACH NEF</b>													
11.2018-10.2019								748					748
11/2019-10/2020												1,002	1,002
11/2020-10/2021					1,200								1,200
<b>TOWN OF LANTANA NEF</b>													
11/2019-10/2020										400			400
11/2020-10/2021							2,001						2,001
<b>CITY OF HALLANDALE BEACH NEF</b>													
11.2018-10.2019					552		390	708					1,651
11/2019-10/2020			416										416
<b>CITY OF SUNNY ISLES BEACH</b>													
11/2019-10/2020							1,323						1,323
<b>CITY OF WESTON NEF</b>													
11.2018-10.2019								1,000					1,000
<b>SCHOOL DISTRICT PLM BCH CY NEF</b>													
11/2020-10/2021							400						400
<b>TOWN OF HILLSBORO BEACH NEF</b>													
11.2018-10.2019							47						47
11/2019-10/2020								101					101
11/2020-10/2021							40						40
<b>CITY OF LAUDERDALE LAKES NEF</b>													
11.2018-10.2019							123						123
<b>CITY OF LIGHTHOUSE POINT NEF</b>													
11.2018-10.2019							100						100
<b>SBBC VEHICLE MAINTEN. DPT NEF</b>													
11/2019-10/2020												41	41
<b>GASOHOL 93 ETHANOL 10%/ BULK GALLONS</b>	<b>63,495</b>	<b>65,327</b>	<b>70,994</b>	<b>62,603</b>	<b>67,228</b>	<b>78,720</b>	<b>74,392</b>	<b>65,838</b>	<b>109,165</b>	<b>88,779</b>	<b>63,903</b>	<b>74,678</b>	<b>885,123</b>
<b>CITY OF PEMBROKE PINES NEF</b>													
11.2018-10.2019								6,879	27,739	29,131			63,749
11/2019-10/2020	42,756	24,410	42,062	23,807	27,760	44,971	33,909	26,606	40,182	33,601	39,015	33,241	412,320
11/2020-10/2021	19,689	40,917	27,532	38,296	38,768	33,749	39,069	32,013	40,844	24,919	24,388	41,050	401,234
<b>BROWARD SHERIFF'S OFFICE NEF</b>													
11.2018-10.2019	401		500		398		501		400				2,200
11/2019-10/2020	649		400		302		514	340		528	500		3,233

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2020-10/2021			500	500			400			600		387	2,387
<b>GASOHOL 89 ETHANOL 10%/ BULK GALLONS</b>	<b>41,339</b>	<b>69,529</b>	<b>43,094</b>	<b>70,302</b>	<b>40,339</b>	<b>28,805</b>	<b>45,767</b>	<b>58,141</b>	<b>31,650</b>	<b>25,513</b>	<b>42,870</b>	<b>47,531</b>	<b>544,879</b>
<b>CITY OF RIVIERA BEACH - NEF</b>													
11.2018-10.2019	8,948	26,243	8,864	26,493	17,750	8,859	26,078	17,403	17,502		25,944	17,758	201,842
11/2020-10/2021	8,946	26,580	17,722	17,818						8,388		8,894	88,348
<b>VILLAGE OF PALM SPRINGS NEF</b>													
11.2018-10.2019	7,979	2,987	4,024	8,371	4,487	6,455	7,142	7,990	5,490	6,997	5,499	3,979	71,399
11/2019-10/2020	6,975	2,986	6,132	7,662	6,534	7,280	8,577	5,657	6,464	8,879	3,937	5,990	77,069
11/2020-10/2021	6,792	6,830	3,400	6,809	8,800	3,201					5,390	6,400	47,621
<b>CITY OF LAUDERDALE LAKES NEF</b>													
11.2018-10.2019	744	1,003	951	1,004	1,096	1,003	1,100	2,091	991		950	1,496	12,429
11/2019-10/2020	956	1,901	1,000		874	1,025	1,678		1,203	1,250	1,149	992	12,028
11/2020-10/2021		1,000	1,001	2,144	799	983	1,193					2,022	9,142
<b>CITY OF PEMBROKE PINES NEF</b>													
11.2018-10.2019								25,001					25,001
<b>CITY OF NORTH MIAMI NEF</b>													
11/2020-10/2021										0			0
<b>CFN ULTRA LOW SULFUR DSL</b>	<b>1,679</b>	<b>1,565</b>	<b>1,575</b>	<b>1,500</b>	<b>1,293</b>	<b>5,859</b>	<b>1,220</b>	<b>1,653</b>	<b>1,256</b>	<b>1,537</b>	<b>1,710</b>	<b>2,011</b>	<b>22,858</b>
<b>BROWARD SHERIFF'S OFFICE NEF</b>													
11.2018-10.2019	557	585	647	609	561	567	505	640	480	653	597	539	6,942
11/2019-10/2020	671	525	517	366	365	382	273	440	356	480	695	569	5,638
11/2020-10/2021	411	454	411	525	367	440	388	573	419	404	418	503	5,312
<b>CITY OF RIVIERA BEACH - NEF</b>													
11.2018-10.2019						4,461	55						4,516
11/2019-10/2020												400	400
11/2020-10/2021	40												40
<b>CITY OF WEST PALM BEACH NEF</b>													
11/2019-10/2020						9							9
<b>CFN GASOHOL 87 ETHANOL 10% /BULK</b>	<b>91</b>	<b>1,723</b>	<b>145</b>	<b>89</b>	<b>144</b>	<b>15,165</b>	<b>1,130</b>	<b>132</b>	<b>136</b>	<b>190</b>	<b>73</b>	<b>124</b>	<b>19,144</b>
<b>CITY OF RIVIERA BEACH - NEF</b>													
11.2018-10.2019						15,074	1,039			122			16,235
11/2019-10/2020		150	34									24	208
11/2020-10/2021	11	1,457						18	19				1,505
<b>BROWARD SHERIFF'S OFFICE NEF</b>													
11.2018-10.2019		37	29	27	71	27	27	79	44	19		31	392
11/2019-10/2020	41	43	44	32	30	27	14	13	45	31	37	23	379
11/2020-10/2021	39	36	37	30	44	27	49	22	28	19	36	47	414
<b>CITY OF WEST PALM BEACH NEF</b>													
11/2019-10/2020						10							10
<b>DIESEL EXHAUST FLUID/BULK</b>	<b>956</b>	<b>504</b>	<b>1,333</b>	<b>668</b>	<b>996</b>	<b>1,034</b>	<b>1,760</b>	<b>1,648</b>	<b>702</b>	<b>801</b>	<b>1,201</b>	<b>600</b>	<b>12,201</b>
<b>CITY OF FORT LAUDERDALE NEF</b>													

## Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020			4		418	51	451	450	500	302	401	401	2,977
11/2020-10/2021		500	500	650	250	945	200	500	651	400	400	800	6,396
<b>CITY OF PEMBROKE PINES NEF</b>													
11.2018-10.2019		456						558					1,014
11/2019-10/2020				269				497					766
11/2020-10/2021				414			383	251					1,048
<b>DIESEL EXHAUST FLUID/55 GL. DRUM NRD</b>	<b>55</b>	<b>110</b>	<b>55</b>	<b>385</b>	<b>55</b>		<b>220</b>	<b>110</b>		<b>110</b>	<b>110</b>	<b>165</b>	<b>1,375</b>
<b>CITY OF COCONUT CREEK NEF</b>													
11.2018-10.2019		55		55	165		110	110				55	550
11/2019-10/2020			110		110		110			110	110		550
11/2020-10/2021					110							110	220
<b>CITY OF FORT LAUDERDALE NEF</b>													
11/2019-10/2020						55							55
<b>CFN UNL REC 90</b>		<b>36</b>					<b>178</b>						<b>214</b>
<b>CITY OF RIVIERA BEACH - NEF</b>													
11.2018-10.2019							163						163
11/2020-10/2021			36										36
<b>BROWARD SHERIFF'S OFFICE NEF</b>													
11/2019-10/2020							15						15
<b>Grand Total</b>	<b>5,063,264</b>	<b>5,219,403</b>	<b>5,446,766</b>	<b>5,311,932</b>	<b>5,755,389</b>	<b>4,972,113</b>	<b>5,233,950</b>	<b>5,358,689</b>	<b>5,039,495</b>	<b>5,529,133</b>	<b>4,839,554</b>	<b>4,820,051</b>	<b>62,589,740</b>

Analysis Comparison, Ranking 01/30/17, E-13-17

UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
<b>Committee Member</b>	Potential Points						
<b><u>Stephen Bush</u></b>							
Firm's Qualification and Capabilities	0-40	15	25	20	40	15	10
Emergency Supply Capabilities	0-20	8	10	5	20	10	5
References	0-10	5	5	5	10	5	3
Cost	0-30	10	20	15	10	15	20
	Total =	38	60	45	80	45	38

<b>Committee Member</b>	Potential Points						
<b><u>Forrest Hall</u></b>							
Firm's Qualification and Capabilities	0-40	18	40	20	40	6	10
Emergency Supply Capabilities	0-20	8	18	10	20	5	5
References	0-10	6	10	8	10	3	2
Cost	0-30	12	12	15	10	15	15
	Total =	44	80	53	80	29	32

<b>Committee Member</b>	Potential Points						
<b><u>Ross Meslin</u></b>							
Firm's Qualification and Capabilities	0-40	20	30	20	38	10	10
Emergency Supply Capabilities	0-20	5	18	10	18	5	5
References	0-10	5	9	6	9	0	2
Cost	0-30	15	20	10	5	30	25
	Total =	45	77	46	70	45	42

Analysis Comparison, Ranking 01/30/17, E-13-17

UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
<b>Committee Member</b>	Potential Points						
<b><u>Angelo Salmone</u></b>							
Firm's Qualification and Capabilities	0-40	25	35	25	40	20	20
Emergency Supply Capabilities	0-20	10	17	10	20	7	5
References	0-10	5	7	6	10	2	2
Cost	0-30	22	25	23	20	20	20
	Total =	62	84	64	90	49	47

<b>Committee Member</b>	Potential Points						
<b><u>Paul Strauss</u></b>							
Firm's Qualification and Capabilities	0-40	30	35	35	40	20	20
Emergency Supply Capabilities	0-20	10	15	15	18	10	10
References	0-10	5	10	10	10	5	5
Cost	0-30	15	20	5	5	20	20
	Total =	60	80	65	73	55	55

<b><u>Committee Members (Average)</u></b>							
Firm's Qualification and Capabilities	0-40	22	33	24	40	14	14
Emergency Supply Capabilities	0-20	8	16	10	19	7	6
References	0-10	5	8	7	10	3	3
Cost	0-30	15	19	14	10	20	20
<b>Average Score =</b>		50	76	55	79	45	43

<b><u>Committee Members (Total)</u></b>							
Firm's Qualification and Capabilities	0-200	108	165	120	198	71	70
Emergency Supply Capabilities	0-100	41	78	50	96	37	30
References	0-50	26	41	35	49	15	14
Cost	0-150	74	97	68	50	100	100
<b>Grand Total=</b>		249	381	273	393	223	214



**VOTING MATRIX****RFP E-13-17****Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group****Short-List Presentations 02/06/17**

FIRM / COMMITTEE MEMBER	Stephen Bush	Forrest Hall	Ross Meslin	Angelo Salomone	Paul Straus	TOTAL	RANKING
MacMillan Oil	2	2	2	2	1	9	2
Mansfield Oil	3	3	3	3	3	15	3
Port Consolidated	1	1	1	1	2	6	1

Note: Firms scored ordinally, 1, 2, 3, etc.; a score of 1 was given to the firm considered most qualified to provide the required services to the City. The firm with the fewest total points is ranked #1.

## SAMPLE SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Pompano Beach (“City”) and \_\_\_\_\_, a \_\_\_\_\_ corporation **OR** limited liability company (“Contractor”).

**WHEREAS**, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit “A” (the “Work”) and, the Insurance Requirements set forth in Exhibit “B”, both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide \_\_\_\_\_ services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit “A” and insurance set forth in Exhibit “B” both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor’s performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.  
**OR Remove the following language if not applicable: This Contract is not subject to renewal.**

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

**Payment of a not to exceed Fixed Fee of \$\_\_\_\_\_ per month **OR** a Not to Exceed Fixed Fee of \$\_\_\_\_\_.**

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis or on \_\_\_\_\_.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be \_\_\_\_\_ and the Contractor's Contract Administrator shall be \_\_\_\_\_ (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

**If to Contractor:**


Office:  
Cell:  
Email:  
Fax:

**If to City:** \_\_\_\_\_, Contract Administrator


Office:  
Cell:  
Email:  
Fax:

**With a copy to:**

Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: (954) 786-5574  
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or

sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements including, but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

## 22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611**



[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)

23. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20

calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

By:\_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By:\_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**“CONTRACTOR”**

Witnesses:

\_\_\_\_\_  
(Print or type name of company here)

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business License No. \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)\_\_\_\_\_  
(Print or Type Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation on behalf of the corporation **OR** a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)\_\_\_\_\_  
Commission Number



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

November 22, 2021

**ADDENDUM #1, RFP E-03-22**

**UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST  
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

To Whom It May Concern,

I. The following changes have been made to Attachment A, page 2:

- Section 2.2 currently reads:

Pricing of Unleaded 87 Octane Gasoline is to be proposed 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).

**Plus**

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

- Section 2.2 has been revised to read:

Pricing of Unleaded 87 Octane Gasoline is to be proposed 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).

**Plus**

Positive or Negative differential proposed for 87 Octane Unleaded per section 2.1. (Differential to be constant regardless of the applicable RVP.)

## Addendum #1, E-03-22

## II. The following changes have been made to Attachment A, pages 2 and 3:

- Section 2.3 currently reads:

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

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

**Plus**

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

- Section 2.3 has been revised to read:

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

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

**Plus**

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

- III. Attachment F - Sample Invoice, which included a bill of lading and invoice for diesel fuel, has been replaced by Attachment F – Sample Invoice Diesel and Unleaded Gasoline, which includes bills of lading and invoices for both diesel and unleaded gasoline.
- IV. Attachment G - Product and Account Gallon Report has been added to the Attachments Tab of the City's eBid System.
- V. Attachment H - E-13-17 Analysis Comparison Ranking has been added to the Attachments Tab of the City's eBid System.
- VI. Attachment I - E-13-17 Voting Matrix has been added to the Attachments Tab of the City's eBid System.
- VII. Attachment J - Sample Service Contract has been added to the Attachments Tab of the City's eBid System.

Addendum #1, E-03-22

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been **extended** to **2:00:00 p.m. (local), December 6, 2021.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website



# Online Questions & Answers

## Event Information

Number: E-03-22 Addendum 1  
Title: Unleaded Gasoline & Diesel Fuel  
Type: Request for Proposals  
Issue Date: 10/28/2021  
Question Deadline: 11/22/2021 05:00 PM (ET)  
Response Deadline: 12/6/2021 02:00 PM (ET)  
Notes:

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/meetings> to find the link.

## Published Questions

**Question:** Could you please provide a copy of the previous bid tabulations as well as copies of BOLs and Invoices for both gas and diesel? Is this bid broken up in the trailer load and tank wagon deliveries? Is this an all or nothing bid? What is the average delivery size per location? What is the total estimated delivered volume per year? The turnaround time for invoices is 24 hours, does the vendor need to provide backups with the invoice? Could you please provide the street address and cities for these locations? Main Courthouse Shop N Regional courthouse Midrise Main Library S Regional Courthouse Public Safety Bldg 1 Public Safety Bldg 2 Public Safety Bldg 3 W Regional Courthouse Medical Examiner Booher Bldg. EOC BCGC West Tank 1 BCGC West Tank 2 1200 Garage Gov. Center Central Warehouse NW Regional Library Mental Health N Homeless Shelter Hughes Bldg. African American Library S Regional Maint Ctr Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315

**Answer:** The previous solicitation was not a bid, but an RFP. Attachment H - Analysis comparison ranking has been provided in Addendum - 1.

Attachment F- Sample Invoice Diesel and Unleaded Gasoline has been provided in Addendum - 1.

Yes, proposals should have separate amounts for transport loads and tank wagon deliveries.

Yes, this is an all or nothing RFP.

Attachments D and G provide delivered volume information.

Yes. Bills of Lading should be received with delivery of product. Quick invoice turn-around facilitates prompt payment from municipalities.

1. Broward Main Courthouse - 201 SE 6th St Fort Lauderdale, 33301
2. N. Regional Courthouse - 1600 W Hillsboro Blvd, Deerfield Beach, 33442
3. Midrise Office Building - 540 SE 3rd Ave. Fort Lauderdale, 33301
4. Main Library - 100 S Andrews Avenue, Fort Lauderdale, 33301
5. S. Regional Courthouse - 3550 Hollywood Blvd., Hollywood, 33021
6. Broward Public Safety Building - 2601 W Broward Blvd., Fort Lauderdale, 33312
7. Broward Public Safety Building - 143 NW 25 Terr., Fort Lauderdale, 33311
8. Broward Public Safety Building - 120 SW 3rd St., Pompano Beach, 33060
9. W. Regional Courthouse - 100 N Pine Island Road, Plantation, 33324
10. Medical Examiner - 5301 SW 31st Ave., Fort Lauderdale, 33312
11. Booher Building - 3275 NW 99th Way, Coral Springs, 33065
12. EOC BCGC - 201 NW 84th Ave., Plantation, 33324
13. Broward Government Center - 115 S Andrews Ave., Fort Lauderdale, 33301
14. Broward Government Center West - 1 N University Dr., Plantation, FL 33324
15. Government Center 1200 Garage - 151 SW 2nd St., Fort Lauderdale, 33301
16. Central Warehouse - 960 NW 38th St. Oakland Park, 33309
17. NW Regional Library - 3151 N University Dr., Coral Springs, 33065
18. N. Homeless Shelter - 1700 NW 30 Ave., Pompano Beach, 33069
19. African American Library - 2650 Sistrunk Blvd., Fort Lauderdale 33311

**Asked:** 11/22/2021 10:55 AM (ET)

Question: Would the Southeast FL Coop consider extending the due date?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/19/2021 02:30 PM (ET)

Question: Can you please provide the addresses for the Broward County EOC, West Tank 1 & 2 & Mental Health?

Answer: Broward EOC 201 NW 84th Ave., Plantation, 33324

Asked: 11/19/2021 02:30 PM (ET)

Question: Can you please provide the addresses for Broward County Public Safety Buildings 1, 2 & 4?

Answer: 2601 W Broward Blvd., Fort Lauderdale, 33312 -  
701 SW 71st Ave., North Lauderdale, 33068 -  
120 SW 3rd St., Pompano Beach, 33060

Asked: 11/19/2021 02:29 PM (ET)

Question: If a split occurs, is the fee to be included in the bid differential pricing or a separate line item on the invoice?

Answer: There shall be no fee for the split.

Asked: 11/19/2021 02:28 PM (ET)

Question: If a split occurs, how many sites are to be split per delivery?

Answer: A maximum of two sites.

Asked: 11/19/2021 02:28 PM (ET)

Question: What percentage of time are deliveries split between multiple locations?

Answer: Less than five percent (5%) of all transport loads are split locations.

Asked: 11/19/2021 02:28 PM (ET)

Question: Are gas and diesel delivered together on the same shipment?

Answer: Yes, about 10% of all transport loads are split product.

Asked: 11/19/2021 02:28 PM (ET)

Question: Would the SE Florida Coop be able to provide historical monthly volume usages by fuel grade?

Answer: Attachment G - Product and Account Gallon Report is included in Addendum - 1.

Asked: 11/19/2021 02:27 PM (ET)

Question: When will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:26 PM (ET)

Question: How will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:25 PM (ET)

Question: If you were to award/select a fixed price, do you want a "all in" price or just a differential to the NYMEX?

Answer: Taxes will not be included in the proposed differential.

Asked: 11/19/2021 02:25 PM (ET)

Question: Will the above ground tanks require the delivery truck to provide a pump for offloading?

Answer: Yes.

Asked: 11/19/2021 02:25 PM (ET)

Question: Or are wet signatures required for bids to be considered responsive?

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP

Asked: 11/19/2021 02:24 PM (ET)

Question: Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/19/2021 02:24 PM (ET)

Question: Who is the current vendor?

Answer: Port Consolidated, Inc.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide tax exemptions / certificates.

Answer: As a part of executed individual municipal contracts, the awarded company will receive tax exemption certificates from each of the respective municipalities.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide the tabulations for the current contract.

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/19/2021 02:23 PM (ET)

Question: Can you push this back a week or 2 with the the Thanksgiving Holiday being just before the bid opening?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/18/2021 11:29 AM (ET)

Question: Can we look at the last weighted tabulations from this bid?

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/18/2021 11:27 AM (ET)

Question: The due date for submission is the Monday after Thanksgiving. Would you consider moving the submission date a day or two later?

Answer: The deadline has been extended by one week to 12/6/2021.

Asked: 11/8/2021 04:27 PM (ET)

Question: Do any of the sites in need of marine product?

Answer: Marine product is not addressed in this RFP.

Asked: 11/8/2021 04:25 PM (ET)

Question: 13. What is the average delivery size received by each location? 14. Do you have a minimum gallon order quantity? 15. What is the anticipated award date? 16. Is there a local preference for this bid? 17. If yes, how is the local preference calculated into the scoring for award? 18. Will Federal Environmental Recover Fee, Federal LUST, and miscellaneous county taxes / fees be included in price differential or shown as a separate line item on invoice? 19. Are taxes to be included in the differential pricing? 20. What percentage of total volume will be locked under the fixed price agreement? 21. Will the entity lift gallons from the "open market" while also under the locked fixed NYMEX price contract? 22. In light of the current COVID-19 pandemic, will an electronic signature be allowed in this solicitation, or does AISD require a "wet" signature?

Answer: 13. This information is not available.  
14. The Alternate Fuels section (Section F-8-c of the solicitation document) is the only section where minimums have been expressly permitted.  
15. 1/11/2022 is the tentative award date.  
16. There is no local preference for this solicitation.  
17. There is no local preference for this solicitation.  
18. Taxes will be shown on a separate line item on invoice.  
19. No.  
20. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.  
21. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.  
22. An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/8/2021 10:31 AM (ET)

Question: 9. Please provide site delivery addresses for the following 8 locations as they are blank on Attachment B: a. Town of Palm Beach, D-7 Storm Station Australian (DOCKS), Palm Beach. b. City of West Palm Beach: i. Valley Forge Re-Pump ii. Cumberland Re-Pump iii. Kaye St Re-Pump iv. St Mary's Re-Pump v. Ibis Re-Pump vi. Palm Beach Re-Pump vii. Other Fire Stations c. Broward County Sheriff, MM 35 Alligator Alley 10. Please provide tank sizes for the following locations: a. 3201 W Copans Rd, Pompano Beach b. 3201 W Copans Rd Ft. Lauderdale c. 1521 N 14th Ave, Hollywood d. 13900 Pembroke Rd, Miramar e. 3376 Summit Blvd, West Palm Beach f. 4375 Easley Dr, West Palm Beach g. 220 SW 14th Ave, Ft. Lauderdale h. 949 NW 38 St, Ft. Lauderdale 11. Please provide annual volume per site per tank. 12. Please provide the estimated amount on gallons that are expected to be delivered by Transport truck and how many are to be delivered by Tank Wagon?

Answer: 9.

a. There is no physical address [like a building address] because the fuel tank is between the Australian and Peruvian Docks. Google Earth shows the closest address is 378 South Lake Dr.

b.

i-vi. No longer in service. Disregard  
vii, 700 N Congress Ave.

10. Tank sizes are stated in Attachment B

c. Correct address is 1621 N 14th Ave.

11. Attachment G - Product and Account Gallon Report will be included in Addendum-1.

12. Transport volume is approximately 75% of the total volume, and Tank Wagon volume is approximately 25% of the total volume.

Asked: 11/8/2021 10:31 AM (ET)

**Question:** Standard Bid Questions / Clarifications: Mansfield Oil Company of Gainesville, Inc. will be participating in the bidding process of the above-referenced project. To accurately prepare our submission, we need clarification/answers to the following questions: 1. Which OPIS city are vendors to base their price proposal off of? 2. Would all entities need an OPIS subscription? 3. Are there any entities in locked fixed pricing currently? 4. Do you plan to award to one vendor? 5. Do you plan to split the award between multiple vendors? 6. How often are deliveries split between multiple locations? 7. Please provide a current gas and diesel invoice. 8. Please provide a current gas and diesel Bill of Lading.

**Answer:**

1. Miami
2. Attachment A Section 9 "OPIS MEMBERSHIP" reads as follows:  
Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.
3. Attachment D includes a list of participating agencies who have agreed to purchase fuel under the terms and conditions of the contract resulting from this RFP.
4. Yes the awards for this contract will be to a single vendor.
5. No.
6. Less than five percent (5%) of all transport loads are split locations.
7. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.
8. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.

**Asked:** 11/8/2021 10:30 AM (ET)



## **E-03-22 Addendum 1**

### **Port Consolidated, Inc.**

### **Supplier Response**

#### **Event Information**

Number: E-03-22 Addendum 1  
Title: Unleaded Gasoline & Diesel Fuel  
Type: Request for Proposals  
Issue Date: 10/28/2021  
Deadline: 12/6/2021 02:00 PM (ET)  
Notes: The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).  
The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.  
Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to



<https://www.pompanobeachfl.gov/meetings> to find the link.

## Contact Information

Contact: Jeff English

Address: Purchasing

1190 NE 3rd Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: [purchasing@copbfl.com](mailto:purchasing@copbfl.com)

## Port Consolidated, Inc. Information

Contact: Don Carlton  
 Address: 3141 SE 14th Ave  
 Fort Lauderdale, FL 33316  
 Phone: (800) 683-5823  
 Email: dcarlton@portconsolidated.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Don Carlton

Signature

Submitted at 11/20/2021 10:48:24 AM

dcarlton@portconsolidated.com

Email

## Requested Attachments

### E-03-22 Proposal

RFP E-03-22 - Port Consolidated 1 of 2.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 100 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

## Response Attachments

### RFP E-03-22 - Port Consolidated 2 of 2.pdf

RFP E-03-22 - Port Consolidated 2 of 2

## Bid Attributes

### 1 Vendor Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☒ Certified (Certified)

### 2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

No

**3 Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree (Agree)

**4 Acknowledgement of Addenda**

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes (Yes)

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

**PROPOSER INFORMATION PAGE**

**RFP** E

03-22 Unleaded Gasoline & Diesel Fuel for Southeast Governmental Cooperative Group

(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 SE 14th Avenue

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com



November 20, 2021

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL  
COOPERATIVE GROUP – RFP E-03-22

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Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated  
Physical Address: 3141 SE 14<sup>th</sup> Ave., Ft. Lauderdale, FL 33316  
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333  
Corporate Website: [www.portconsolidated.com](http://www.portconsolidated.com)  
Corporate Phone: 800-683-5823  
Corporate Fax: 954-527-1191  
Point of Contact: Don Carlton, President  
E-Mail Address: [dcarlton@portconsolidated.com](mailto:dcarlton@portconsolidated.com)

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.



3141 SE 14th Ave. • P.O. Box 350430  
Ft. Lauderdale, FL 33335  
Phone: (954) 522-1182  
Fax: (954) 527-1191  
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.
- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, Metroplex, Colonial, Musket, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.
- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.
- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don Carlton', is written over a light blue circular stamp.

Don Carlton  
President  
Port Consolidated



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November 20, 2021

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL  
COOPERATIVE GROUP – RFP E-03-22

---

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jasmin Harris, Kyara Figueroa, Vanessa Burch, – 954-522-1182 – [cspev@portconsolidated.com](mailto:cspev@portconsolidated.com)
- Billing Inquiries – Kathy Coppola – [billingfl@portconsolidated.com](mailto:billingfl@portconsolidated.com)
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 800-683-5823 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton  
President  
Port Consolidated



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November 20, 2021

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA  
GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

---

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participants to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don Carlton', is written over the word 'Sincerely,'.

Don Carlton

President

Port Consolidated





November 20, 2021

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL  
COOPERATIVE GROUP – RFP E-03-22

---

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 4 different suppliers in Port Everglades for approximately 5 million gallons per month of diesel and 1 million gallons per month of gasoline.
2. Port Consolidated has contracted with 3 different suppliers in the Port of Tampa and Orlando for approximately 3 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 4 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade and Broward County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.



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9. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
10. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 10 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don Carlton', is written over a faint, larger version of the same signature.

Don Carlton

President

Port Consolidated

**RFP E-03-22**  
**UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST**  
**FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

**ATTACHMENT "A"**  
**SPECIFICATIONS & REQUIREMENTS**

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated monthly usage of the various fuels included in this Request for Proposals.

**1. SPECIFICATIONS**

1.1 Successful Proposer 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.

1.2 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".
- Bulk Diesel Fuel Exhaust Fluid (DEF)

1.3 The products supplied as a result of this Request for Proposals 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.

## 2. PRICING METHODOLOGY:

- 2.1 Prices proposed are to be 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 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	\$ <u>(+) 0.039</u>	\$ <u>(+) 0.189</u>
2	Diesel Fuel #2 Ultra Low Sulfur	\$ <u>(+) 0.039</u>	\$ <u>(+) 0.189</u>
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 30 mile radius of Port Everglades only.	\$ <u>Ø</u> /each	\$ <u>Ø</u> /each

\* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

- 2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed 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)

### Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

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

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

### Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

- 2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed 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 firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.
- 2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer 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. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)
- 2.6 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 selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer 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 selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

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

- 2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

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.
- 4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

- 5.1 The City reserves the right, based on mutual agreement with the successful proposer, 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 Successful Proposer 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 vendor'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 the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

- 5.3 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(s) 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(s), the City may cancel this contract in whole or in part by giving the contractor(s) 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. Successful proposer 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 successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.
- 7.2 The City of Pompano Beach 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.
- 7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.
- 7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

The selected Proposer 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: [purchasing@copbfl.com](mailto:purchasing@copbfl.com).

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

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

10.1 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.

11. 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.

12. SPILLAGE:

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.

11. 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.

**Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.**

12. 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.

13. ADDITION OF DELIVERY SITES:

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



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November 20, 2021

Jeff English  
 City of Pompano Beach  
 1190 NE 3rd Avenue  
 Building C  
 Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.199	+0.399
4	Biodiesel Fuel B5 **	+0.149	+0.249
5	Biodiesel Fuel B20 **	+0.149	+0.249
6	E85 Fuel Ethanol **	N/A	N/A
7	Bulk DEF	Same price as ULSD w/o tax.	Same price as ULSD w/o tax.
8			
9			
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".

\*\* Supply for items 4, 5, and 6 is not guaranteed due to market conditions.



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Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don Carlton', is written over a light blue circular background.

Don Carlton  
*President*  
Port Consolidated



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November 20, 2021

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Hurricane Supply Program - UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA  
GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

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Dear Mr. English:

For those members of the Co-op that may require additional hurricane supply, we are pleased to offer the following program:

1. Members may pre-purchase product in full truck load increments during the months of June, July, or August. Product will be priced using the same OPIS price model used for delivered product.
2. Product will be stored at a designated Port Consolidated facility for an additional fee of \$0.59 per gallon. Product will be stored for up to 6 months.
3. Members can elect to take delivery of product at any time. There will be a delivery fee of .049 per gallon.
4. Product needs to be removed from storage and delivered by December 31<sup>st</sup>.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don Carlton', is written over a light blue circular stamp.

Don Carlton  
President  
Port Consolidated



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November 20, 2021

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
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Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA  
GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

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Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County Fleet Services – Ross Meslin - 954-357-6492

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton  
President  
Port Consolidated

### Second Amendment to Guaranteed Supply Agreement

This Second Amendment to Guaranteed Supply Agreement (“**Amendment**”) is made by and between Port Consolidated, Inc. (“**PCI**”), a Florida corporation whose offices are located at P.O. Box 350430, Fort Lauderdale, FL 33335, and Marathon Petroleum Company LP (“**MPC**”), a Delaware limited partnership whose offices are located at 539 South Main Street, Findlay, Ohio 45840.

WHEREAS, MPC and PCI entered into a certain Guaranteed Supply Agreement dated December 30, 2019, as amended by the First Amendment to Guaranteed Supply Agreement dated October 8, 2020 (the “**Agreement**”), in which MPC agrees to sell and PCI agrees to purchase Products as described in the Agreement; and

WHEREAS, MPC and PCI desire to amend the “Quantity” section of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the foregoing recitals are incorporated herein by reference and as follows:

1. Except for the provisions of the Agreement specifically addressed in this Amendment, all other provisions of the Agreement will remain in full force and effect.
2. Capitalized terms used but not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
3. The table in Section 3 labeled “Quantity” is hereby deleted in its entirety and replaced with the following table:

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	400,000	1,200,000
Orlando, FL - Kinder Morgan Taft Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	14,000	42,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	83,333	250,000
Fort Lauderdale, FL - MPC Eisenhower Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan - Apr	500,000	1,500,000
		May	666,667	2,000,000
		June - Sept	916,667	2,750,000
		Oct - Dec	1,000,000	3,000,000
Orlando, FL - Kinder Morgan Taft Terminal	DSL ULSD No 2 Bio 0-5% Clear DSL ULSD No 2 Bio 0-5% Dyed	Jan - May	133,333	400,000
		June - Dec	200,000	600,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan - Apr	316,667	950,000
		May	483,333	1,450,000
		June - Sept	583,333	1,750,000
		Oct	500,000	1,500,000
		Nov	416,667	1,250,000
		Dec	500,000	1,500,000
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	90 Recreational	Jan - Dec	56,000	168,000

4. The effective date of this Amendment is January 1, 2021.



5. This Amendment constitutes the entire agreement among the parties regarding this subject matter and may be amended or modified only by a written instrument signed by each of the parties.

6. This Amendment supersedes any other prior agreements or understandings of the parties relating to the subject matter specifically contained herein and the parties are not relying on any statement, representation, promise or inducement not expressly set forth herein.

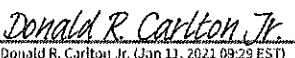
7. The parties may execute this Amendment electronically with the intent that such electronic signature will have the same effect as a handwritten original signature. By signing electronically, PCI and MPC acknowledge that they have read, understand and hereby agree to be bound by the electronic signatures applied to this Amendment in the same manner as if such parties had signed this Amendment with handwritten original signatures.

Each party is signing this Amendment on the date indicated with its respective signature.

**Marathon Petroleum Company LP**  
**By: MPC Investment LLC, its General Partner**

By:   
Eric Fegley (Jan 8, 2021 09:27 EST)  
Title: Region Manager

**Port Consolidated, Inc.**

By:   
Donald R. Carlton Jr. (Jan 11, 2021 09:29 EST)  
Title: President

  
PKM

  
RJP

  
ATR

Approved As To Form

**METROPLEX  
ENERGY**

January 1, 2021

Mr. Don Carlton  
President  
Port Consolidated Inc.  
P.O. Box 350430  
Ft. Lauderdale, Florida 33335

Dear Don:

This letter agreement (the "**Agreement**") sets forth the terms pursuant to which Metroplex Energy Inc. ("**MXE**") offers to sell and provide to Port Consolidated ("**Port**"), and pursuant to which Port agrees to purchase, certain Products (as defined below) in the quantities and at the pricing set forth herein. Each of MXE and Port may be referred to individually as a "**Party**" and, collectively, as the "**Parties**".

If the contents of this Agreement accurately state your understanding of the business arrangement contemplated by the Parties herein, please execute and date in the space provided for below. The Parties' mutual execution of this Agreement will constitute the binding agreement of the Parties with respect to the transactions and subject matter contemplated herein.

This Agreement is entered into pursuant to and shall be governed by those certain General Terms and Conditions for Rack Sales attached hereto as **Exhibit A** and incorporated by reference (the "**General Terms and Conditions**"). In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in **Exhibit A**, the terms contained in the body of this Agreement shall control to the extent of such conflict. For the avoidance of doubt, the terms contained in the body of this Agreement shall be considered a "Confirmation" under the General Terms and Conditions and this Confirmation shall document a "Transaction."

**TERM:**

Table 1

Commencement Date	Expiration Date	Renewal Term Length (if any)
01/01/2021	12/31/2021	12 months

The initial term of this Agreement shall begin on the Commencement Date and end on the Expiration Date set forth in Table 1 (such period, the "**Initial Term**"). After expiration of the Initial Term, this Agreement shall automatically continue for the subsequent periods specified in Table 1 above (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless and until either Party provides the other Party with notice of its intent not to renew the Agreement no later than sixty (60) days' prior to expiration of the Initial Term or the then-current Renewal Term, as applicable.

**Sales Terms:**

MXE shall sell, and Port shall purchase, the products specified in Table 2 below (the "Products"), at the locations and in the quantities, and in accordance with the pricing formula, specified therein.

Table 2

Location	Product	Pricing (per gallon)	Volume (Monthly)
TransMontaigne Pt. Everglades South and/or North	ULSD		See Chart Below
	CONV-87-E10		250,000 Gallons
TransMontaigne and/or Buckeye Tampa/ and/or TransMontaigne Manatee	ULSD		See Chart Below
	REC 90		150,000 Gallons
Kinder Morgan Orlando (Taft)	ULSD		See Chart Below

*Location to be determined at seller's discretion*

Table 2 – continued -

	TPSI South Main/ North Backup	TPSI Tampa Main/Manatee Backup/ Buckeye Tampa Back Up	Kinder Morgan Main/ Tampa Back Up.
2021	ULSD	ULSD	ULSD
Jan	3,500,000	1,500,000	400,000
Feb	3,500,000	1,500,000	400,000
Mar	4,000,000	1,500,000	400,000
Apr	4,000,000	1,500,000	400,000
May	3,500,000	1,000,000	400,000
Jun	1,750,000	500,000	100,000
Jul	1,750,000	500,000	100,000
Aug	1,750,000	500,000	100,000
Sep	1,750,000	500,000	100,000
Oct	1,750,000	1,000,000	100,000
Nov	1,750,000	1,000,000	100,000
Dec	1,750,000	1,000,000	100,000
	30,750,000	12,000,000	2,700,000

Pricing Indices will be as follows:

- CBOB-83.7
- PBOB-91.4
- Ethanol
- D6 CY RIN
- ULSD =
- Gallons will be billed off Net

Saturday, Sunday and Monday lifting's will be priced the same. Daily pricing will run Midnight to Midnight.

**SPECIFICATIONS:** All Products shall comply with the Kinder Morgan CFPL specifications in Florida.

**RATABILITY:** Port's obligation to buy and take delivery of product hereunder shall be subject to the daily and monthly tolerances specified in Table 3 below. For the avoidance of doubt, MXE shall have no obligation to sell or deliver to Port any amount in excess of the daily tolerances or monthly tolerances specified in Table 3.

Table 3

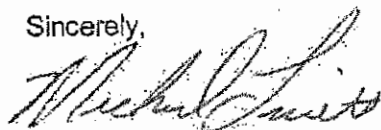
Product	Daily Tolerances	Monthly Tolerances
ULSD and All Gas Products	+/- 20%	+15% -10%

The Daily Tolerance percentage shall be based on an expected daily volume calculated as follows:  $[\text{Monthly Volume} \times 12] \div 365$

**AVAILABILITY:** If for any reason Port, fails to take on schedule, delivery of eighty-five percent (85%) of its aggregate monthly minimum loading quantity for in any month, MXE, at its discretion and without prejudice to any other rights or remedies which Port may have, will be entitled to invoice Port and Port will pay, as liquidated damages an amount equal to \$.0200 multiplied by the difference between the volume of product delivered in the applicable month and ninety percent (90%) of the committed volume for such product (in gallons); provided however the product was reasonably available to Port.

Metroplex Energy appreciates your business and looks forward to a continued and mutually-beneficial business relationship. If you agree to the terms contained in this Agreement, please indicate your acceptance by countersigning below.

Sincerely,



Michael A. Smith  
Executive Director Marketing  
Metroplex Energy, Inc.

### FUEL PURCHASER AGREEMENT

THIS FUEL PURCHASER AGREEMENT (the "Agreement") is entered into this 26<sup>th</sup> day of October, 2021 by and between PORT CONSOLIDATED, ("Fuel Purchaser"), and MUSKET CORPORATION, an Oklahoma corporation ("Musket").

- A. Musket, among other things, is in the business of selling and transporting petroleum products and fuel; and
- B. Fuel Purchaser desires to buy and Musket desires to sell the products described herein to Fuel Purchaser all under the terms and conditions set forth herein.

**FOR GOOD AND VALUABLE CONSIDERATION**, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Musket and Fuel Purchaser hereby agree as follows:

Fuel Purchaser Contact Person: Don Carlton  
 Email address: dcarlton@portconsolidated.com  
 Mobile Phone No.: (954)-275-1967  
 Address: 3141 SE 14 Ave. Fort Lauderdale, FL. 33316

### COMMERCIAL TERMS

Site	Product	Monthly Volume	Pricing
Transmontaigne/Metroplex Terminal - Tampa T-59-FL-2101- TransMontaigne - Tampa	No2 ULSD	500,000 Gallons	
Motiva Terminal - Port Everglades T-65-FL-2452-Motiva Enterprises LLC	No2 ULSD	500,000 Gallons	

Any change of pipeline rates, additive costs or fees, will result in a change to the Platt's add-on rate at the delivery point.

**TERM OF AGREEMENT:** December 1<sup>st</sup>, 2021 through November 30<sup>th</sup>, 2022 (the "Term")

**PAYMENT TERMS:** EFT NET 10 Days from date of invoice

**EFFECTIVE DATE:** The "Effective Date" of this Agreement shall be the date first set forth above, notwithstanding the date of execution by the parties; provided, however, that deliveries of Product hereunder shall not commence until the later to occur of the following: (a) the date a Product order is placed by Fuel Purchaser, or (b) the first date of the Term (stated above).

**ACKNOWLEDGEMENT:** Fuel Purchasers affirms that they have read and agree to the terms listed herein will serve as general terms to future fuel sales and Fuel Purchaser acknowledges that he has had a reasonable opportunity to read and has read and understood the terms and conditions of this Agreement.

**ENTIRE AGREEMENT:** This Agreement and the Provisions of Agreement attached hereto constitute the entire agreement between the parties relating to the subject matter hereof and can only be revised or amended in writing, signed by both parties.

[SIGNATURES TO FOLLOW]

EXECUTED by the parties to be effective as of the Effective Date.

**Fuel Purchaser**

By: 

Its: President

Date: 11-18, 2021

**Musket Corporation,  
An Oklahoma Corporation**

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

Its: Vice President

Date: \_\_\_\_\_, 2021

## PROVISIONS OF AGREEMENT

The Commercial Terms and these Provisions of Agreement are collectively referred to as the "Agreement". This Agreement shall control over any purchase order, delivery sheet or other document used by Fuel Purchaser, regardless of whether or not such document is signed by an employee of Musket Corporation.

**1. PRICE ADJUSTMENTS.** In the event fuel prices are to be determined by reference to an index, the price for each product shall be that first published on the date of delivery. Fuel Purchaser acknowledges that the prices of product sold under this Agreement, if stated in a dollar and cents figure, are based upon consideration of several factors and, as such, are subject to increase or decrease by Seller, in its sole discretion, at any time during the Term of this Agreement, without prior written notice to Fuel Purchaser. If such Product Distribution Costs change over the life of this Agreement, Musket, in its sole discretion, at any time during the Term of this Agreement, with prior written notice to Fuel Purchaser may change the Differential used in calculating the price to reflect the changes in the Product Distribution Costs. In the event any increase in price is unacceptable to Fuel Purchaser, Fuel Purchaser may elect to *immediately* discontinue future purchases hereunder, *only as to the product or products for which the price was increased*; provided that, Fuel Purchaser timely makes such election in accordance with any requirement of Musket in such regard, it being understood that Fuel Purchaser may discontinue the purchase of other products hereunder and/or terminate this Agreement only upon thirty (30) days prior written notice to Seller.

**2. TAXES.** Fuel Purchaser shall be responsible for any and all taxes arising from or related to the transactions contemplated by this Agreement, including but not limited to, all domestic and foreign taxes and duties now or hereafter imposed directly or indirectly: (i) on fuel products purchased by Fuel Purchaser hereunder and (ii) on the production, manufacture, transportation, purchase, sale, use or handling of such fuel products, of any material contained in such fuel products, or of any material from which such fuel products are wholly or partly refined or manufactured. Upon receipt of any invoice, bill or assessment related to such taxes or duties, Fuel Purchaser shall promptly and timely pay the same.

**3. INDEMNITY.** To the extent permitted by applicable law, Fuel Purchaser hereby agrees to defend, indemnify and hold harmless Musket, its parent, subsidiaries, affiliates and related companies, and the partners, officers, directors, members, employees and representatives of any of the foregoing, from and against any and all liabilities, claims, liens, damages, fines or penalties, losses, judgments, costs and expenses (including attorneys fees and court costs), of whatever kind or nature and in any manner directly or indirectly arising out of, in connection with or resulting from (i) any breach of this Agreement or the performance of its obligations under this Agreement by Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, (ii) the negligence (whether active or passive) of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, and (iii) the willful misconduct of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, it being understood that Fuel Purchaser's obligations hereunder shall not apply to liabilities caused by the sole or gross negligence or willful misconduct of the indemnified party. Musket may participate in any investigation or defense of any claim or action hereunder and may, at its option, notwithstanding the foregoing indemnity, elect to conduct any investigation or litigation

regarding a claim for which it is indemnified hereunder through counsel of its own choosing and expense. This indemnification shall survive the expiration or termination of this Agreement.

**4. MANNER OF PAYMENT; DEFAULT IN PAYMENT.** All payments hereunder shall be made by Fuel Purchaser in U.S. dollars, without discount, deduction or offset of any kind, and in accordance with the other terms of this Agreement. If at any time, in Musket's opinion, Fuel Purchaser's creditworthiness becomes impaired or otherwise unsatisfactory, Musket may require that Fuel Purchaser (i) make only cash payments for products hereunder and/or (ii) provide such security, as Musket determines necessary or desirable, for Fuel Purchaser's payment and performance under this Agreement. Upon Fuel Purchaser's failure to timely pay any amount due to Musket hereunder, such amount shall (i) accrue interest at the rate of eighteen percent (18%) per annum and (ii) be subject to a late charge equal to ten percent (10%) of the outstanding sum due. The accrual of interest on such amounts and such late charge shall not prejudice any other remedies available to Musket under this Agreement or applicable law.

**5. TERMINAL ACCESS.** Musket shall provide to Fuel Purchaser such keys, cards, or identification numbers (each an "Access Item"), as may be necessary, from time to time, to enable Fuel Purchaser to enter Musket's terminal or to load product at any such terminal. Access Items shall be used only by Fuel Purchaser and its authorized employees or representatives, as permitted by Musket. Fuel Purchaser shall reimburse Musket for (i) any costs incurred by Musket in replacing any Access Item and/or securing any terminal of Musket after Fuel Purchaser's loss of an Access Item and (ii) any loss, cost or expense arising from or related to Fuel Purchaser's loss of any Access Item or the unauthorized use of an Access Item provided to Fuel Purchaser. Fuel Purchaser shall not permit any Access Item to be duplicated without Musket's prior written consent and all Access Items shall be immediately returned to Musket upon termination of this Agreement.

**6. DELIVERY.** Unless otherwise agreed in writing by the parties, delivery of product to Fuel Purchaser shall be deemed complete when products, properly consigned, are placed free on board ("FOB") tank cars, transport trucks, tank wagons, or other vehicles. If Musket is to deliver product at Fuel Purchaser's location, Fuel Purchaser hereby authorizes any janitor, superintendent, caretaker or other purported agent of Fuel Purchaser at such location to sign receipts for deliveries on its behalf. Such signed receipts shall be binding upon Fuel Purchaser and may be relied upon by Musket. Fuel Purchaser shall provide Musket with all necessary access to such delivery location and all necessary hose connections, without delay. In the event Musket delivers product to Fuel Purchaser hereunder in carload, transport truck or tankwagon lots, such delivery shall be deemed in compliance with this Agreement if the actual volume of product delivered is within ten percent (10%) of that required hereunder for such delivery. In any event, Fuel Purchaser shall be charged only for the actual volume of product delivered.

**7. ACCESSORIAL AND OTHER CHARGES.**

**7.1 Tank Cars.** The party responsible for transloading fuel product purchased hereunder (whether conducted by such party or at its direction) shall be solely responsible for any and all destination rail carrier accessorial charges for any fuel shipment hereunder. Additionally, if Fuel Purchaser (or a third party at its direction) is responsible for transloading and fails to offload a Musket owned or leased tank car and release the same to the rail carrier within three (3) days of carrier placement or a constructive placement event, Fuel Purchaser shall be assessed a charge equal to \$25.00 per day / per car for each day a car is detained beyond such three (3) day period, with such charges to be paid to Musket on demand.



7.2 **Trucks.** Prices of fuel product under this Agreement are based on product offloading times not exceeding one (1) hour per full truckload, commencing at the time any such truck arrives at the offloading destination. In this regard, if Fuel Purchaser fails to unload any truck within such one (1) hour period, Fuel Purchaser shall be responsible for any additional expense or charges incurred by Musket as a result of such detention beyond such hour.

7.3 **Terminal and Tariff Increases.** Fuel Purchaser shall reimburse Musket for cost increases or additional charges arising from the applicable terminals, racks or increased tariffs. Fuel Purchaser shall promptly reimburse Musket or pay directly (as the case may be) any charges for which it is responsible hereunder upon receipt of an invoice or demand therefore. In no event shall Fuel Purchaser be entitled to deduct or offset any amounts due Musket hereunder.

8. **RATABLE LIFTING.** If the term of this Agreement extends beyond one (1) calendar month, the following shall apply:

**Lifting; Volume Tolerance:** Fuel Purchaser shall lift ninety percent (90%) percent (but in no event more than one-hundred and ten percent (110%)), of the aggregate total monthly contract volumes ("MCV") of fuel purchased under this Agreement by the end of each calendar month, on a ratable basis (i.e. with the monthly volume being lifted in approximately equal amounts each day of a calendar month, as practical). Should Fuel Purchaser not lift at least ninety percent (90%) of the aggregate total MCV for any calendar month, Fuel Purchase shall be charged the price described herein for each gallon of fuel below ninety percent (90%) of the MCV. Upon the expiration this Agreement, if Fuel Purchaser has not lifted ninety percent (90%) of the aggregate total quantity of fuel under this Agreement, Fuel Purchaser shall remain responsible for all unlifted gallons and will charged the price stated herein for each such gallon.

9. **CAPACITY - ABILITY TO PERFORM.** If Musket determines, in its sole discretion, that its ability to perform under this Agreement is significantly impaired or impractical, as to one or more products, for any reason whatsoever, upon written notice to Fuel Purchaser, Musket shall be relieved of any and all obligations hereunder (as to such product or products). In such event, Musket shall not be liable for any claims, damages or liabilities resulting from or in any way related to a delay in delivery, or non-delivery, of product to Fuel Purchaser. Nothing in this **Section 10** shall be construed to extend the Term of this Agreement or to relieve Fuel Purchaser of its obligation to (i) pay for product actually delivered or (ii) otherwise perform under this Agreement.

10. **FORCE MAJEURE.** Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond such non-performing party's reasonable control, including, but not limited to, Acts of God, natural disaster or severe weather conditions, war, strikes, riots, picketing or other labor troubles or disputes, malicious mischief, civil commotion, the inability to procure materials, shortages, government restrictions, performance failures of third parties upon which the non-performing party relies in its performance hereunder, and the total or partial failure of transportation facilities customarily available to such non-performing party shall not be deemed a breach of this Agreement.

11. **LIMITED WARRANTY AND LIMITATION OF DAMAGES.** BEYOND THE BASIC DESCRIPTION OF THE PRODUCT BEING SOLD TO FUEL PURCHASER UNDER THIS AGREEMENT, MUSKET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT BY OR ANY OTHER MATTER RELATING TO THE PRODUCT. FUEL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE REPLACEMENT OF THE NONCONFORMING PRODUCT. IN ANY EVENT, MUSKET

SHALL NOT HAVE ANY RESPONSIBILITY TO FUEL PURCHASER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR ANTICIPATED PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, PURCHASE, USE, PERFORMANCE OR NONCONFORMANCE OF PRODUCT HEREUNDER. TO THE EXTENT PERMITTED BY LAW, THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED OR IMPAIRED IF THE REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE.

**12. CLAIMS; REQUIRED NOTICE.** Fuel Purchaser must notify Musket in writing of any claim for breach of the limited warranty provided in this Agreement within two (2) business days after delivery of the product at issue, it being agreed that Fuel Purchaser's failure to provide timely written notice shall constitute Fuel Purchaser's waiver of any such claim. Fuel Purchaser shall allow Musket reasonable opportunity to inspect the product at issue; provided that, if delivery of product is made in equipment furnished by Musket, notice of any claim and the reasonable opportunity to inspect shall be given prior to such product being unloaded. Fuel Purchaser shall immediately notify Musket in writing if any equipment used to deliver product is leaking or is otherwise not in good condition and repair.

**13. FUEL PURCHASER'S INSURANCE.** If Fuel Purchaser, its agents, employees or contractors, will at any time during the Term of this Agreement pick up product purchased hereunder at any terminal, transload site, or other premises owned, leased or operated by Musket, Fuel Purchaser shall procure and maintain in full force and effect during the Term, the following policies of insurance:

Commercial General Liability Insurance (including blanket contractual liability), insuring Fuel Purchaser against any liability for injury or death to a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than \$5,000,000.00 per occurrence and in the aggregate.

Workers' Compensation Insurance for each of Fuel Purchaser's employees performing under this Agreement, with coverage in accordance with applicable statutory requirements and

Employer's Liability Insurance with limits of not less than \$1,000,000.00 per accident or illness.

Business Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence and Supplemental Environmental

Automobile Liability ("SEAL") Insurance covering losses resulting from claims for bodily injury, property damage or clean-up costs caused by a pollution release from transported cargo, regardless of the location of such occurrence.

Each policy required hereunder (i) shall be carried with a reputable insurance carrier licensed to do business in the states in which the terminals, transload sites or other premises at which product is being picked-up by Fuel Purchaser are located, (ii) shall include waiver of subrogation in favor of Musket, (iii) shall apply as primary insurance without contribution from any other insurance or self-insurance programs afforded to or maintained by Fuel Purchaser (and shall not require the exhaustion of coverage), and (iv) shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in limits except after thirty (30) days prior written notice to Musket. All general liability or property damage insurance shall name Musket as an additional insured, with proceeds payable first to Musket to the extent of liability, if any, and the balance to

Fuel Purchaser. The proceeds of fire, theft or other casualty insurance shall be payable to Musket, as loss payee, with respect to the loss suffered thereby. Fuel Purchaser shall furnish Musket with certificates of insurance and original endorsements affecting coverage required by this Section 13 prior to performing hereunder and, from time to time, as applicable, certificates evidencing renewal of such policies no less than thirty (30) days prior to the expiration thereof. Musket shall have no duty to examine any certificate or other evidence of insurance or to advise Fuel Purchaser in the event that any insurance is not in compliance with this Section 13. That notwithstanding, should Fuel Purchaser fail to obtain any insurance policy required to be obtained hereunder, or furnish proof thereof, Musket may (but shall have no obligation to) obtain such insurance, at Fuel Purchaser's expense and Fuel Purchaser shall reimburse Musket for the same on demand. All such sums not paid to Musket within ten (10) days of demand therefore shall accrue interest at the rate of eighteen percent (18%) per annum until paid in full, it being understood that accrual of interest on such amounts shall not prejudice any other remedies which may be available to Musket. Self-insured retentions, if any, shall not exceed Five Thousand Dollars (\$5,000.00), unless a larger amount is approved by Musket, in its sole discretion. That notwithstanding, in all instances of self-insured retention in excess of Five Thousand Dollars (\$5,000.00), Fuel Purchaser shall furnish to Musket a certificate of excess liability coverage. Insurance coverage required under this Agreement shall be additional security for the obligations assumed by Fuel Purchaser hereunder and in no event shall the types of insurance or limits of coverage required hereunder be deemed to limit any obligation or liability assumed under this Agreement.

**14. NOTICE.** All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) facsimile or (iii) nationally recognized overnight courier service, addressed to the respective party as set forth on the first page of the Agreement (unless written notice of change thereof is provided). Notice shall be deemed given on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, (iii) the date of facsimile delivery/receipt confirmation, or (iv) the first business day after deposit with an overnight courier. Any notice or communication not received because of change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on the date of attempted personal delivery or on the date, as indicated above, for other permitted methods of delivery.

**15. MISCELLANEOUS.** This Agreement and the legal relations between the parties shall be governed by the laws of the State of Texas without giving effect to any conflict of law provision (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any other jurisdiction. No waiver by Musket of any breach or default of any provision of this Agreement shall waive any subsequent breach or default of the same or any other provision. Fuel Purchaser may assign its rights under this Agreement only upon the prior written approval of Musket and, notwithstanding any such assignment, Fuel Purchaser shall not be released from its obligations hereunder, absent Musket's written agreement to the contrary. This Agreement may be executed in one or more counterparts, and by facsimile, all of which counterparts shall be considered one and the same agreement. In any action to enforce or defend this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs associated therewith.



## Product Sales Contract (Reseller)

This contract is dated **August 26, 2021**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows.

1. **TERM.** The term of this contract shall commence on **September 01, 2021**, and shall end on **August 31, 2022**, unless sooner terminated by either party in accordance with the provisions of this contract.
2. **PRODUCTS AND QUANTITIES.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of fuel specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.
3. **PRODUCT QUALITY.** The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.
4. **PRICE.** The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).
5. **PAYMENT AND FINANCIAL RESPONSIBILITY.** Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.

Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Seller's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security deemed

necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. **TAXES.** Any tax, duty, toll, fee, impost, charge, exaction, or other obligation, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied, assessed, or required by any governmental authority upon, measured by, incident or related to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible, payable, accountable, managed, or administered by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.
7. **DELIVERIES.** Diesel fuel deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A. Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition, that vehicles are in compliance with all applicable terminal procedures, policies, rules or requirements in effect at the time of delivery, and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable policies, procedures, rules and requirements as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.
8. **CONFLICTS OF INTEREST.** Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.
9. **PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY.** There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply/demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.
10. **OIL SPILLS.** If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligations under this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.
11. **INDEMNITY.** Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer),

directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. **DEFINITIONS AND USAGES.** In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
- "Seller and its affiliates" means Seller, its divisional parent company Chevron U.S.A. Inc., and the subsidiary and affiliated companies of each of them.
  - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
  - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
  - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
  - "A or B" means "A or B or both."
13. **APPLICABLE LAW AND DISPUTE RESOLUTION.** This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).
14. **PRIOR AGREEMENTS; WAIVER; MODIFICATIONS.** This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.
15. **SEVERABILITY.** If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.
16. **MSDS.** Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.
17. **DAMAGES.** In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.
18. **ASSIGNMENT AND DELEGATION.** This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.
19. **NOTICES.** Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. **TERMINATION.** Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.
21. **WARRANTY.** Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.
22. **DISCRETIONARY SALES.** Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

*Seller*

**Chevron Products Company,**  
a division of Chevron U.S.A. Inc.

By: Thanh Nhan Nguyen

Thanh Nhan Nguyen Attorney in Fact

*Buyer***PORT CONSOLIDATED INC**By: Donald N. Carlton Jr.Title: President  
Donald N. Carlton Jr.



## EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear (\$/gal)	DIFF Dyed (\$/gal)
1021	FT LAUDERDALE FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	300,000	330,000		1		
1107	ORLANDO FL TRM KINDER MORGAN	Truck Rack	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	250,000	275,000		1		
1022	TAMPA FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	150,000	165,000		1		

## Pricing Provisions:

- The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using prior day pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

For Platt's or OPIS spot market based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open. For OPIS Rack based pricing whereby OPIS generally posts a quote value Monday – Saturday including most holidays, Chevron will not update the OPIS rack quote value on Saturdays and the following holidays:

New Year's Day (observed)  
 Memorial Day  
 Independence Day (observed)  
 Labor Day  
 Thanksgiving Day  
 Christmas Day (observed)

The quote value used for pricing based on these dates will be the quote from the prior weekday.

## Notice Addresses:

**Seller:**  
 Chevron Products Company  
 Attn: Shari Ruelas, CP Americas General Manager  
 1500 Louisiana Street  
 Houston, TX 77002

Tel: (832) 854-2587

**Buyer:**  
 PORT CONSOLIDATED INC  
 Attn: Don Carlton  
 3141 SE 14TH AVENUE  
 FT. LAUDERDALE, FL 33316  
 US

Tel: (800) 683-5823 xt 233





**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114  
R. 05/17  
12/18/20CONSOLIDATE OIL  
PORT CONSOLIDATED INC  
PO BOX 350430  
FORT LAUDERDALE FL 33335-0430

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114  
R. 05/17  
12/18/20License Number: 795718  
FEIN Number: 59-1173292

Expiration Date: 12/31/2021

License Activity: Pollutants-Producer  
Wholesaler  
Importer  
Carrier  
ExporterCONSOLIDATE OIL  
PORT CONSOLIDATED INC  
PO BOX 350430  
FORT LAUDERDALE FL 33335-0430

Location:

**License is Not Transferable - It Must be Posted in a Conspicuous Place**

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.



3141 SE 14th Ave. • P.O. Box 350430  
Ft. Lauderdale, FL 33335  
Phone: (954) 522-1182  
Fax: (954) 527-1191  
Toll Free: (800) 683-5823

November 20, 2021

Jeff English  
City of Pompano Beach  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL  
COOPERATIVE GROUP – RFP E-03-22

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Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct \$0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don Carlton', is written over a light blue circular stamp.

Don Carlton

President

Port Consolidated

**Port Consolidated**  
**3141 SE 14<sup>th</sup> Ave.**  
**Fort Lauderdale, FL 33335**

**Exhibit A**

**Petroleum Product**  
**Sales/Purchase Agreement**

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

<b>Buyer:</b>	<b>Seller: PORT CONSOLIDATED</b>
Attn:	Attn: JOSEPH R. SISK
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. <u>Delivery Point(s)</u>	<u>Monthly Gallons</u>	<u>Product</u>

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of \_\_\_\_\_ months, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at \_\_\_% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. IN SO FAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.

**From:** [Don Carlton](#)  
**To:** [Antonio Pucci](#)  
**Cc:** [Jeffrey English](#)  
**Subject:** FW: Best and Final - RFP E-03-22  
**Date:** Friday, January 7, 2022 3:31:55 PM  
**Attachments:** [fllsharpmxm450n@portcons.com\\_20220107\\_153217.pdf](#)

---

EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's EMAIL ADDRESS as legitimate and know the contents are safe.

Antonio,

Per your request. Please see attached.

Thanks,

Don

-----Original Message-----

From: fllsharpmxm450n@portcons.com [<mailto:fllsharpmxm450n@portcons.com>]

Sent: Friday, January 7, 2022 3:32 PM

To: Don Carlton <dcarlton@portconsolidated.com>

Subject: Scanned image from MX-M3570

Reply to: fllsharpmxm450n@portcons.com <fllsharpmxm450n@portcons.com> Device Name: Not Set Device Model: MX-M3570  
Location: Not Set

File Format: PDF (Medium)

Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

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3141 SE 14th Ave. • P.O. Box 350430  
Ft. Lauderdale, FL 33335  
Phone: (954) 522-1182  
Fax: (954) 527-1191  
Toll Free: (800) 683-5823

January 7, 2022

Jeff English  
City of Pompano Beach  
1190 NE 3<sup>rd</sup> Avenue  
Building C  
Pompano Beach, FL 33060

Re: RFP E-03-22, Unleaded Gasoline and Diesel Fuel for SE Florida Co-op Group

---

Dear Mr. English:

Port Consolidated is pleased to offer the Co-op our Best and Final Offer.

- Item No. 1 Transport Regular Unleaded 87 Octane \$ + .036 per gallon
- Item No. 1 Tankwagon Regular Unleaded 87 Octane \$ + .186 per gallon
- Item No. 2 Transport Diesel Fuel #2 Ultra Low Sulfur \$ + .036 per gallon
- Item No. 2 Tankwagon Diesel Fuel #2 Ultra Low Sulfur \$ + .186 per gallon

Should you have any questions or comments on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don Carlton', is written over the word 'Sincerely,'.

Don Carlton  
President  
Port Consolidated



**Exhibit C - Rate Schedule**

<b>Item No.</b>	<b>Description</b>	<b>Transport Delivery Differential</b>	<b>Tankwagon Delivery Differential</b>
1	Unleaded Gasoline	0.036	0.186
2	Diesel Fuel	0.036	0.186

<b>Other products available for purchase</b>		
<b>Item No.</b>	<b>Description</b>	<b>Per Gallon Delivered Cost</b>
1	Bulk Diesel Fuel Exhaust Fluid (DEF)	\$3.50

PORTCON-03

JANNERJ



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0E67768 <b>Insurance Office of America</b> <b>500 W. Cypress Creek Road</b> <b>Suite 320</b> <b>Fort Lauderdale, FL 33309</b>	<b>CONTACT NAME:</b> James Janner <b>PHONE (A/C, No, Ext):</b> (954) 334-2395 23915 <b>FAX (A/C, No):</b> (954) 318-1383 <b>E-MAIL ADDRESS:</b> James.Janner@ioausa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Old Republic Insurance Company <b>INSURER B :</b> AXIS Surplus Insurance Company <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
<b>INSURED</b>  <b>Port Consolidated, Inc.</b> <b>P O Box 350430</b> <b>Fort Lauderdale, FL 33335</b>	<b>NAIC #</b> <b>24147</b> <b>26620</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		MWZY31183022	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY CA9948 SCHEDULED AUTOS NON-OWNED AUTOS ONLY MCS-90			MWTB31183122	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			P00100080337101	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	MWC31182922	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Thirty days notice of cancellation, except ten days notice in the event of non-payment of premium.

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY WHEN REQUIRED BY CONTRACT OR AGREEMENT SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

**APPROVED**

By Danielle Thorpe at 10:00 am, Jan 24, 2022

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Pompano Beach, FL Attn: Risk Manager</b> <b>100 West Atlantic Boulevard</b> <b>Pompano Beach, FL 33060</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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