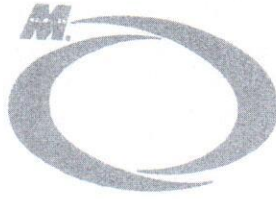


# ITB 2017-047 Bulk Gasoline and Diesel Fuel (405-15)

BIDDER: Macmillan Oil Company, LLC

CHAPTER 1:       Letter of intent  
                      Bidders Statement of Organization  
                      W9 Signed and Dated



**MACMILLAN OIL COMPANY LLC.**

2955 EAST 11<sup>TH</sup> AVENUE, HIALEAH, FL 33013-3509

Ph: 305-691-7814 Ext. Fax 305-693-1880

April 21, 2017

City of Delray Beach  
100 NW 1st Ave, Delray Beach , FL 33444

RE:

ITB 2017-047 –Bulk Gasoline & Diesel Fuel (405-15)

We are pleased to be participating in ITB 2017-047, for the supply of fuel to the City of Delray Beach. Our contact information is:

Macmillan Oil Company LLC  
2955 East 11<sup>th</sup> Avenue, Hialeah, Florida, 33013  
Contact person: Daniel Alonso  
Email: [danny@macmillanoil.com](mailto:danny@macmillanoil.com)  
Website: [www.macmillanoil.com](http://www.macmillanoil.com)  
Phone (305) 691-7814  
Fax (305) 693-1880

Macmillan Oil Company has been distributing fuel in Southern Florida since 1951. Our office and bulk plant facilities are in Hialeah, Florida. Daily, we load fuel at Port Everglades, Port of Tampa, and the Taft terminal outside of Orlando. We also have agreements and are set up to load at the Jacksonville Port. We are a privately owned "LLC" that supplies the fuel needs of gas stations, governments, and commercial customers.

We have fuel supply arrangements with the major oil companies that operate terminals in South Florida (ExxonMobil, Shell/Motiva, Citgo, Sunoco, Valero, Marathon, TransMontaigne, etc) and we have fuel supply arrangements with oil companies that store fuel in terminals in South Florida, but do not operate terminals (World Fuel, Colonial, Flint Hills, etc). Our ability to pull product from multiple entities in several ports would enable us to adequately supply the City's needs during normal day-to-day demands as well as during emergency situations.

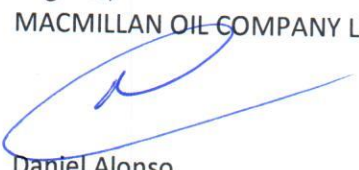
Our company is focused on the South Florida market, where a significant portion of our business is done in Miami Dade County and Palm Beach County. Throughout the years we have supplied fuel to almost every government (state, county and municipal) entity in the tri-county area.

We control a fleet of tractor trailers (18 Tractor Trailers) and tank wagons (6 Tank Wagon) for deliveries in the tri-county area through an affiliated company named ESP Fueling Inc. In addition we have agreements with national carriers (currently these companies are delivering our fuel on a daily basis) for fuel that is loaded at terminals outside of Port Everglades. We have a clear understanding of the products and services in ITB 2017-047 and are capable and committed to performing according to the requirements of the ITB.

As we demonstrated this past year and many times in the past Macmillan has the ability to meet any excess demand the City of Delray Beach might have as a result of a potential Hurricane, such as Mathew (Oct 2016) or any other emergency which might present itself.

We look forward to again serving the City of Delray Beach, with all of their day-to-day fuel needs.

Regards,  
MACMILLAN OIL COMPANY LLC



Daniel Alonso  
PRESIDENT/Manager

Enc: ITB 2017-047

# BIDDER'S STATEMENT OF ORGANIZATION

RE: ITB 2017-047 Bulk Gasoline and Diesel Fuel

- i. Macmillan Oil Company LLC
- ii. 2955 East 11<sup>th</sup> Avenue, Hialeah, Florida, 33013
- iii. Phone (305) 691-7814
- iv. Fax (305) 693-1880
- v. Email: [danny@macmillanoil.com](mailto:danny@macmillanoil.com)
- vi. Website: [www.macmillanoil.com](http://www.macmillanoil.com)
- vii. Florida LLC
- viii. 47-2123177
- ix. 66 Years. Previously Macmillan Oil Company of FL Inc. Now Macmillan Oil Company, LLC via Merger.
- x. 2955 East 11<sup>th</sup> Avenue, Hialeah, Florida, 33013
- xi. N/A
- xii. Owner: Macmillan Holdings, Inc  
Manager: Daniel Alonso  
6120 SW 26 St  
Miami, FL 33155  
786 371-3347



# ITB 2017-047 Bulk Gasoline and Diesel Fuel (405-15)

BIDDER: Macmillan Oil Company, LLC

## CHAPTER 2: Minimum Qualifications Documents

Occupational License from 2014-2014

Fuel License from 2014-2015

Letter from Transport Company and copies of 3 CDL's  
with Hazmat Endorsement



**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

**LBT**

7177804

**BUSINESS NAME/LOCATION**MACMILLAN OIL COMPANY LLC  
2955 E 11 AVE  
HIALEAH FL 33013**RECEIPT NO.****NEW BUSINESS**  
**7457863****EXPIRES****SEPTEMBER 30, 2015**Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10**OWNER**MACMILLAN OIL COMPANY LLC  
Employee(s) 20**SEC. TYPE OF BUSINESS**

220 TANGIBLE PERSONAL PROP DLR

**PAYMENT RECEIVED  
BY TAX COLLECTOR**\$90.00 11/20/2014  
FPPU15-15-000240

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114  
R. 02/05  
11/08/14MACMILLAN OIL COMPANY LLC  
2955 E 11TH AVE  
HIALEAH FL 33013-3509

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. 02/05  
11/08/14License Number: 16574949  
FEIN Number: 47-2123177

Expiration Date: 12/31/2015

License Activity: Wholesaler  
ExporterMACMILLAN OIL COMPANY LLC  
2955 E 11TH AVE  
HIALEAH FL 33013-3509

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.



April 24, 2017

To whom it may concern,

This letter is to certify that Macmillan Oil Company has contract ESP Transport as a subcontractor to provide fuel Tank-Wagon and Transport services for the City of Delray Beach.

Attached to this letter are the requested copies of CDL - HAZMAT Endorsement licenses of 3 drivers employed by ESP Transport.

If you have any questions, please feel free to contact me directly.



Best Regards,

Eddy Gorin

305.336.9995

eddyg@esptransport.com



## ITB 2017-047 Bulk Gasoline and Diesel Fuel (405-15)

BIDDER: Macmillan Oil Company, LLC

CHAPTER 3: FORM 1-5, 7-9

**Form 1**  
**Bid Submittal Signature Page**

By signing this Bid, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Code of Ethics provisions.

Firm Name: Macmillan Oil Company, LLC

Street Address: 2955 East 11th Avenue Hialeah FL 33013

Mailing Address (if different from Street Address): \_\_\_\_\_

Telephone Number(s): 305-691-7814

Fax Number(s): 305-693-1880

Email Address: danny@macmillanoil.com

Federal Identification Number: 47-2123177

  
Signature

04/21/17

Date

Daniel Alonso / President

Printed Name and Title

By signing this document, the Bidder agrees to all terms and conditions of the ITB and the resulting agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SUBMIT THIS FORM EXECUTED BY AN AUTHORIZED REPRESENTATIVE WHERE INDICATED SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS BID.**

**Form 1 – Bid Submittal Signature Page (cont'd)**  
**Signature Authority**

Indicate below Bidder's type of organization and provide the required documentation as applicable to demonstrate that the executor of Bidder's Bid is duly authorized to execute on behalf of, and as the official act of, Bidder.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input checked="" type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

☐ Documentation is not required.

**OPERATING AGREEMENT OF  
MACMILLAN OIL COMPANY, LLC**

**THIS OPERATING AGREEMENT** (this "Agreement") is made and entered into this 3 day of October, 2014, effective as of October 3, 2014, by and between MACMILLAN HOLDINGS, INC., a Florida corporation ("Holdings") and MACMILLAN OIL COMPANY, LLC, a Florida limited liability company (the "Company").

**WITNESSETH:**

**WHEREAS**, the Company was organized on October 3, 2014, under the Florida Limited Liability Company Act (the "Act"); and

**WHEREAS**, Holdings is the sole member of the Company (the "Member"); and

**WHEREAS**, Holdings and the Company have entered into this Agreement to set forth certain matters relating to the management and control of the Company and the basis upon which future members may be admitted to the Company;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**OFFICE**

1.1 **Offices.** The Company shall have such offices, either within or without the State of Florida, as shall be determined by the Board of Managers.

1.2 **Registered Office.** The registered office of the Company shall be maintained in the State of Florida as required by the Act. The registered agent and registered office of the Company may be changed from time to time as shall be determined by the Board of Managers.

**ARTICLE II**

**PURPOSE**

The Company may engage in any lawful business permitted by the Act.



### ARTICLE III

#### TERM

The Company's existence shall be perpetual unless terminated sooner as set forth in the Act or in this Agreement.

### ARTICLE IV

#### MANAGEMENT OF THE COMPANY

4.1 Management by the Board of Managers. The management and control of the Company shall be vested exclusively in the Board of Managers. The Board of Managers shall initially consist of two (2) members (the "Managers"). The number of Managers may be changed from time to time in the sole discretion of the Member.

4.2 Initial Managers. The following persons are hereby appointed to serve as the initial Managers of the Company until their respective resignation or removal:

Amancio Alonso

Daniel Alonso

4.3 Resignation and Removal. A Manager may resign at any time from office. The Member may, at any time, remove a Manager for any reason whatsoever, or for no reason. Removal of a Manager shall be effective immediately upon delivery of written notice to such Manager. In the event of a Manager's death, resignation, or removal from office, the Member shall promptly designate a successor to such Manager.

4.4 Meetings of the Managers. The Managers shall meet at least once each calendar month at the principal office of the Company or at such other place as may be agreed upon from time to time by the Managers (unless such meeting shall be waived by all of the Managers).

4.5 Action by the Managers.

(a) The Managers may act either (i) at a meeting in person or by telephone conference or (ii) without a meeting if consents in writing set forth the action so taken are signed by all Managers.



(b) Any action to be taken by the Managers shall require the majority consent of the Managers if at a meeting, or by unanimous written consent.

4.6 Power and Authority of the Managers. The Managers (acting on behalf of the Company) shall have the right, power and authority to manage, operate and control the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company, deemed by the Managers to be necessary or appropriate to effectuate the purposes of the Company.

4.7 Appointment of Officers. The Managers may, from time to time, appoint one or more individuals to be officers of the Company. Any officers so appointed shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Managers. Any officer of the Company may be removed, either with or without cause, at any time, by the Managers.

## ARTICLE V

### CAPITAL CONTRIBUTIONS AND FINANCING

5.1 Contribution of Member. The Member, in its sole discretion, may make capital contributions to the Company from time to time as may be required to fund the Company's operations.

5.2 Limited Liability of Members. The liability of the Member shall be limited to the capital contributions actually made pursuant to Section 5.1 of this Agreement. The Member shall not have any liability to contribute money to, or in respect of the liabilities or obligations of, the Company nor shall the Member be personally liable for any obligations of the Company.

## ARTICLE VI

### PROFITS AND LOSSES; DISTRIBUTIONS TO MEMBER

6.1 Income Tax Provisions. It is the intent of the Member that, for income tax purposes only, the Company be disregarded as an entity such that the assets, liabilities, income and expenses of the Company shall be treated (for income tax purposes only) as the assets, liabilities, income and expenses of the Member. This provision shall have no effect on the rights of or liabilities to any person and shall have no effect other than for income tax purposes.

6.2 Distributions of Available Cash. The Member may from time to time make distributions of the available cash of the Company in its discretion.

6.3 Limitation. Except in the case of the liquidation of the Company, the Company may not make a distribution to the members if after the distribution the Company would be insolvent.

## ARTICLE VII

### ADDITIONAL MEMBERS

The Member may admit additional members to the Company. In the event one or more additional members are admitted to the Company, this Agreement shall be amended and restated to include appropriate provisions for treating the Company as a partnership for income tax purposes, for allocating income tax items among the members and such other provisions deemed necessary by the members for the proper governance of the Company.

## ARTICLE VIII

### INDEMNIFICATION AND LIABILITY

The Member and its affiliates and each of their respective directors, officers, employees, shareholders, members, advisors and agents and the Managers and officers of the Company (each of the foregoing being referred to herein as an "Indemnatee"), shall be indemnified and defended by the Company from and against any and all liabilities, losses, damages, claims, demands, actions and rights of action (including reasonable actual attorneys' fees and paralegals' fees and costs, whether suit is instituted or not, and if instituted, whether at pretrial, trial or appellate level) relating to or arising out of the business of the Company, or the exercise by an Indemnatee of any authority conferred on it hereunder or the performance by such Indemnatee of any of its duties and obligations hereunder. Notwithstanding anything herein to the contrary, no Indemnatee shall be entitled to indemnification hereunder with respect to any claim, issue or matter (i) in respect of the Indemnatee's or the Company's (as a result of Indemnatee's conduct) fraud or gross negligent act or omission or willful misconduct (the existence of such gross negligent act or omission or willful misconduct of the Indemnatee shall initially be determined by the Member and finally determined by the final adjudication of such claim, issue or matter), or (ii) based upon or relating to a material breach by such Indemnatee of any term or provision of this Agreement.

ARTICLE IXAMENDMENTS TO AGREEMENT

This Agreement may be altered, amended or replaced and a new Agreement may be adopted upon the written consent of the Member.

ARTICLE XBANKING

10.1 Banking. All funds of the Company shall be deposited in its name in such financial institutions and such accounts as may be designated by the Managers. All withdrawals therefrom are to be made upon the signature of such individual or individuals as may be designated by the Managers.

ARTICLE XIDISSOLUTION

11.1 Dissolution of Company. The Company shall be dissolved and its business shall terminate upon the earliest occurrence of its bankruptcy or upon the written consent of the Member. The Company shall continue to exist after the happening of any of the foregoing events solely for the purpose of winding up its affairs in accordance with the Act.

11.2 Procedure on Dissolution. Upon the dissolution of the Company, the Company's assets shall be applied and distributed as follows:

- (a) first, to satisfy the liabilities and obligations of the Company, other than liabilities or obligations to the Member;
- (b) second, to satisfy the liabilities and obligations of the Company, to the Member; and
- (c) finally, to the Member.



ARTICLE XII

MISCELLANEOUS

12.1 Section Captions. Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of any part of this Agreement.

12.2 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12.3 Governing Law. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida without regard to principals of conflicts of laws.

IN WITNESS WHEREOF, the Operating Agreement has been executed on the date first above written.

MEMBER:

MACMILLAN HOLDINGS, INC.

By: 

COMPANY:

MACMILLAN OIL COMPANY, LLC

By: 

L14 000157352

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



000262292600

10/03/14--01019--022 \*\*155.00

FILED  
14 OCT -3 AM 7:48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



JTB 2017 047

**ARTICLES OF ORGANIZATION**  
**OF**  
**MACMILLAN OIL COMPANY, LLC**

The undersigned, for the purpose of forming a limited liability company under the Florida Revised Limited Liability Company Act, adopts the following Articles of Organization:

**ARTICLE I**

Name

The name of the Company is **MACMILLAN OIL COMPANY, LLC** and its street address is 2955 East 11<sup>th</sup> Avenue, Hialeah, Florida 33013

**ARTICLE II**

Duration

The Company shall commence its existence on the date of filing of Articles of Organization with the Department of State of the State of Florida and the duration of the Company is perpetual.

**ARTICLE III**

Purposes

The general purposes for which the Company is organized are:

1. To transact any lawful business for which limited liability companies may be organized under the Florida Limited Liability Company Act.
2. To do such other things as are incidental to the foregoing or necessary or desirable in order to accomplish the foregoing.

FILED  
14 OCT - 3 PM 7:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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OF  
MACMILLAN OIL COMPANY, LLC**

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The general purposes for which the Company is organized are:

1. To transact any lawful business for which limited liability companies may be organized under the Florida Limited Liability Company Act.
2. To do such other things as are incidental to the foregoing or necessary or desirable in order to accomplish the foregoing.

#### ARTICLE IV

##### Registered Office and Agent

The street address of the initial registered office of the Company is Suite 602, 3850 Bird Road, Miami, Florida 33146, and the name of its initial registered agent at such address is Brent D. Klein.

#### ARTICLE V

##### Admission of Additional Members

No additional members shall be admitted to the Company except with the unanimous written consent of the members of the Company and upon such terms and conditions as shall be determined by all the members.

#### ARTICLE VI

##### Termination of Existence

The Company shall not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or upon the occurrence of any other event which terminates the continued membership of a member in the Company.

#### ARTICLE VII

##### Management

The Company shall be manager managed, subject to, and in accordance with, the operating agreement adopted by, and any written agreements entered into by, the members for the management of the business and affairs of the Company. The names and addresses of the persons who are to serve as the initial managers of the Company are:

Amancio Alonso  
2955 East 11<sup>th</sup> Avenue  
Hialeah, Florida 33013

Daniel Alonso  
2955 East 11<sup>th</sup> Avenue  
Hialeah, Florida 33013

## ARTICLE VIII

Voting

Except as otherwise provided in the operating agreement adopted by, and any written agreement entered into by, the members, with respect to any matter requiring a vote of the members, each member shall have one vote for each one percent (1%) interest in the Company.

## ARTICLE IX

Operating Agreement

Except as otherwise provided in the operating agreement adopted by, and any written agreement entered into by, the members, the members may from time to time, by majority vote, adopt, alter, amend or repeal the operating agreement for the Company.

Executed by the undersigned, as the authorized representative of the members, this 2nd day of October, 2014.

  
 Brent D. Klein
ACKNOWLEDGMENT OF APPOINTMENT BY REGISTERED AGENT

Having been named the registered agent by the above limited liability company at the place designated in the foregoing Articles of Organization, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

  
 Brent D. Klein

FILED  
 OCT - 3 AM 7:49  
 CLERK OF STATE  
 TALLAHASSEE, FLORIDA



ITB 2017-047

Resignation

The undersigned hereby resigns as a manager of Macmillan Oil Company, LLC, a limited liability company organized and existing under the laws of the State of Florida, effective as of April 1, 2015.

Executed this 1 day of April, 2015, effective as of April 1, 2015.

  
\_\_\_\_\_  
Amancio Alonso



Action  
by the Members of  
Macmillan Oil Company, LLC.

---

The undersigned, being the sole member of Macmillan Oil Company, LLC, a limited liability company organized and existing under the laws of the State of Florida, hereby consents to, adopts and orders the following corporate action:

1. The undersigned hereby waives all formal requirements, including the necessity of holding a formal meeting, and any requirement that notice of such meeting be given.
2. Amancio Alonso has resigned as a manager of the company effective as of April 1, 2015, and his resignation has been accepted.
3. Effective as of April 1, 2015, the Board of Managers of the company shall consist of one member and Daniel Alonso is hereby appointed to serve as the sole member of the Board of Managers until his resignation or removal.

Executed this 1 day of April, 2015, effective as of April 1, 2015.

Macmillan Holdings, Inc.,  
a Florida corporation

By: 

Daniel Alonso, President

**Form 2 Public Entity Crimes****NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a Bid on a Bidder to provide any goods or services to a public entity; may not submit a Bid on a Bidder with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a Bidder with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Bidders list.

Acknowledged by:

Macmillan Oil Company, LLC

Firm Name (print)

04/21/2017

Signature

Date

Daniel Alonso / President

Printed Name and Title

**Form 3 Drug-Free Workplace**

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Macmillan Oil Company, LLC

Firm Name (print)

Signature

04/21/2017

Date

Daniel Alonso / President

Printed Name and Title



**Form 4**  
**Conflict of Interest Disclosure Form**

The award of this ITB is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All Bidders must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City.

Furthermore, all Bidders must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this ITB.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Select the statement below which applies to Bidder and, if applicable attach supporting information:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

Macmillan Oil Company, LLC

Firm Name (print)

Signature

04/21/2017

Date

Daniel Alonso / President

Printed Name and Title

Disclose the name of any officer, director or agent of Bidder who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests exist enter N/A.

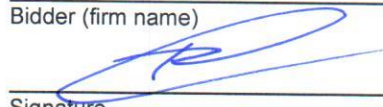
**Form 5****Acknowledgment of Addenda**

The Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this ITB. The Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED
2017 - 047 Addendum 1	04/20/2017
2017 - 047 Addendum 2	04/20/2017
2017 - 047 Addendum 3	04/20/2017
2017 - 047 Addendum 4	04/20/2017

Macmillan Oil Company, LLC

Bidder (firm name)



04/21/2017

Signature

Date

Daniel Alonso / President

Printed Name and Title



**Form 7 - Byrd Anti-Lobbying Amendment**

By signing below, Bidder confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

Signature



Date

04/21/2017

Printed Name and Title

Daniel Alonso / President

Printed Firm Name

Macmillan Oil Company, LLC

**Form 8 – Debarment and Suspension**

By signing below, Bidder confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Signature



Date

04/21/2017

Printed Name and Title

Daniel Alonso / President

Printed Firm Name

Macmillan Oil Company, LLC

**Form 9 - Scrutinized Company Certification**

ITB No. 2017-047  
Bulk Gasoline and Diesel Fuel

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

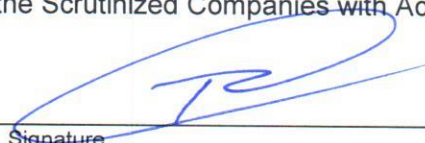
Companies must complete and return this form with its Bid.

Company. Macmillan Oil Company LLC FID or EIN No. 47-2123177

Address. 2955 E 11 Ave

City. Hialech State. FL Zip. 33013

I, Daniel Alonso, as a representative of Macmillan Oil Company, LLC certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

 _____ Signature	_____ President
<u>Daniel Alonso</u> Printed Name	<u>04/21/2017</u> Date

# ITB 2017-047 Bulk Gasoline and Diesel Fuel (405-15)

BIDDER: Macmillan Oil Company, LLC

CHAPTER 4:        Schedule of Pricing



**Form 6 - Schedule of Pricing**Bidder Name: Macmillan Oil Company, LLC

- A. PRICE:** Bidder must submit pricing per the requirements and specification detailed in this ITB. Pricing submitted shall be a surcharge over the DTN FastRacks Average Price for each product at the time of delivery and shall include split loads. No other charges outside of the Fee Schedule shall be permitted.

NOTE: Only pricing submitted under Other Charges and Bid Item Nos. 1, 2, 8, and 9 will be utilized during the evaluation of bids.

**a. Fee Schedule****i. Transport Truck Delivery**

ITEM	DESCRIPTION	SURCHARGE AMOUNT
1	Gasoline 405-220-930-7800 Gasoline E10, Unleaded, 87 Octane	\$ <u>- .005</u> per gallon
2	Diesel 4405-120-260-1030 Ultra Low Sulfur Diesel Fuel, grade no. 2-D (.0015 mass % sulfur, minimum cetane index of 40)	\$ <u>+ .000</u> per gallon
3	Other Fuel Type (specify) _____	\$ _____ per gallon
4	Other Fuel Type (specify) _____	\$ _____ per gallon
5	Other Fuel Type (specify) _____	\$ _____ per gallon
6	Other Fuel Type (specify) _____	\$ _____ per gallon
7	Other Fuel Type (specify) _____	\$ _____ per gallon

**ii. Tank Wagon Delivery**

ITEM	DESCRIPTION	SURCHARGE AMOUNT
8	Gasoline 405-220-930-7800 Gasoline E10, Unleaded, 87 Octane	\$ <u>+ .055</u> per gallon
9	Diesel 4405-120-260-1030 Ultra Low Sulfur Diesel Fuel, grade no. 2-D (.0015 mass % sulfur, minimum cetane index of 40)	\$ <u>+ .055</u> per gallon
10	Other Fuel Type (specify) _____	\$ _____ per gallon
11	Other Fuel Type (specify) _____	\$ _____ per gallon
12	Other Fuel Type (specify) _____	\$ _____ per gallon
13	Other Fuel Type (specify) _____	\$ _____ per gallon
14	Other Fuel Type (specify) _____	\$ _____ per gallon

iii. **Other Charges (if applicable)**

Delivery fees, pump off charges, etc.

ITEM	DESCRIPTION	UNIT PRICE	UNIT OF MEASURE
15		\$	
16		\$	
17		\$	
18		\$	
19		\$	
20		\$	
21		\$	

C. **JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:** Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?☒ Yes☐ NoD. **BID INFORMATION WAS OBTAINED FROM:**☒ BidSync☐ Newspaper Ad☐ City Hall☐ City Website☐ Other (specify) \_\_\_\_\_

## ITB 2017-047 Bulk Gasoline and Diesel Fuel (405-15)

BIDDER: Macmillan Oil Company, LLC

CHAPTER 5: Proof of Current Insurance





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/07/2016

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).

PRODUCER  
Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive  
Suite 1100  
Miami FL 33131 USA

CONTACT  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX  
(A/C. No.): (800) 363-0105

E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
MacMillan Oil Company LLC  
2955 E 11th Avenue  
Hialeah FL 33013 USA

INSURER A: Nationwide Agribusiness Ins Co. 28223

INSURER B: Allied World Assurance Company (US) Inc 19489

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 570064406015

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.

Limits shown are as requested

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP135287A	06/01/2016	06/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS90 <input checked="" type="checkbox"/> CA9948			CPP135287A	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			CU135287A	06/01/2016	06/01/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Env Contr Poll			03084372 Contractors Pollution Lia	06/01/2016	06/01/2017	Each Occurrence \$1,000,000 Policy Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Inc. of Florida*

Holder Identifier :

Certificate No : 570064406015