

COPY

SECTION III - SUBMISSION CHECKLIST & ATTACHMENTS
Attachments 1-19

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid.

Bidder must submit one (1) original signature (clearly marked as such) of the response Bidder must submit one (1) original signature (clearly marked as such) of the response and one (1) copy (clearly marked as such) of the response and one (1) PDF of the original document on a USB Flash Drive containing one PDF file of the full response EXCEPT the excel PRICE SCHEDULE is to stay in excel format (See Attachment 5).

Bidder should check off each of the following items as completed and submit with bid response:

INCLUDED

- Attachment 1 Submission Checklist
- Attachment 2 RFB Envelope Label
- Attachment 3 (exhibit 1) – Excel Tabulation - Price Schedule on USB drive in excel format only.
- Attachment 4 Insurance Requirements (Read and acknowledge)
- Attachment 5 Bid Form (**TOTAL PROJECT COST READ AT BID OPENING**)
- Attachment 6 Statement of Organization
- Attachment 7 Addenda Acknowledgement
- Attachment 8 Equipment & Source of Supply/Subcontractor List Form
- Attachment 9 (A). Qualifications and (B). References
- Attachment 10 Non-Collusive Affidavit
- Attachment 11 Conflict of Interest
- Attachment 12 Public Entity Crime Information
- Attachment 13 Drug-Free Workplace Form
- Attachment 14 Affidavit Claiming Status as a Local Business or a North Port Local Business Status
- Attachment 15 Indemnification
- Attachment 16 Scrutinized Company Certification Form
- Attachment 17 Lobbying Certification
- Attachment 18 Vendor's Certification for E-verify System

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE Palm Dale Oil Company LLC TITLE President

AUTHORIZED SIGNATURE DATE [Signature] DATE 10/9/23

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 2

SEALED RFB ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

PLEASE PRINT CLEARLY

SEALED RFB DOCUMENTS – DO NOT OPEN

RFB #: 2024-01

RFB TITLE: Gasoline and Diesel Fuels

DATE DUE: Oct 16, 2023

TIME DUE: 2:00 PM

SUBMITTED BY: Palmdale Oil Company LLC
(Name of Company)

lqch@palmdaleoil.com 561 722 0402
e-mail address Telephone

Deliver to:

**City of North Port
Finance Department - Purchasing Division
Geoff Thomas, Contract Administrator I
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286
RFB NO. 2024-01**

Gasoline & Diesel Fuels: Supply and Deliver Services for the City of North Port

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

ATTACHMENT 4:

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

LIMITS OF INSURANCE - Contractor shall provide **PROOF OF** coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Requirements:

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000
- The City of North Port shall be named additionally insured.

2. Commercial Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$1,000,000
- Bodily Injury (per person) \$1,000,000
- Bodily Injury (per accident) \$1,000,000
- Property Damage (per accident) \$1,000,000

2. Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)

Policy shall include Worker's Compensation coverage.

- Each accident \$500,000
- Each Employee \$500,000
- Policy limit for diseases \$500,000

3. Environmental/Pollution Liability

Policy shall include \$100,000 each occurrence and \$300,000 general aggregate.

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similar to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employee are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of Financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE Palmdale Oil Company TITLE President

AUTHORIZED SIGNATURE DATE [Signature] DATE 10/9/23

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 5:
BID FORM

Name of Bidder/Company Name: Palmdale Oil Company LLC
Business Address: 911 N. 2nd Street
City/State/Zip Code: Fort Pierce, FL 34950
Bidder/Company Telephone Number: 772 461 2300
E-mail Address: lach@palmdaleoil.com
Contractor License #: 511333
FEID #: 59-2258666

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2024-01 GASOLINE AND DIESEL FUELS – SUPPLY AND DELIVERY SERVICES FOR THE CITY OF NORTH PORT** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL:

\$ _____

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: 10/9/23
Signed (Person authorized to bind the company): [Signature]
Name (printed): Lachlan Cheatham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 6:

STATEMENT OF ORGANIZATION

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital a information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or feder: government.

Company Name Palmdale Oil Company LLC

772 461 2300 lach@palmdaleoil.com 772 595 0843
Telephone # E-Mail Fax #

911 N. 2nd Street

Main Office Address Fort Pierce FL 34950

City State Zip Code

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

2958 Fowler Street

Office Address Fort Myers FL 33901

City State Zip Code

239 226 4080 orders@palmdaleoil.com 239 226 4081
Telephone # E-mail Fax #

Tabatha Swihart

Name & Title of Firm Representative

Federal Identification Number: 59-2358666

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: L23000201462

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Lachlan Cheatham Secretary: Mallory Doremas
Vice President: Keadell Cheatham Treasurer: Billy Chavers
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

Palmdale Oil Company LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: 911 North 2nd Street
City, State Zip: Fort Pierce FL 34950
Street Address: _____
City, State, Zip: _____

Date: 10/9/23
Signed (Person authorized to bind the company): L Cheatham
Name (printed): Lachlan Cheatham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITT

ATTACHMENT 7:

ADDENDA

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.	1	Dated	9/28/23	Addendum No.		Dated	
Addendum No.	2	Dated	10/5/23	Addendum No.		Dated	
Addendum No.	3	Dated	10/11/23	Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

Date: 10/9/23

Signed (Person authorized to bind the company): *Lachlan Cheetham*

Name (printed): Lachlan Cheetham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 8:

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: 2958 Fowler St. Ft. Myers FL 33901 - 2701 Louisiana Ave Tampa FL 33610

Please make sure your list of equipment contains the following: Description of equipment, inclusive of manufacturer, year and condition.

List the condition of equipment/vehicles utilized for this project in accordance with the following scale:
1-Excellent: 2-Good: 3-Fair: 4-Poor. (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned
1. <u>Palmdale Oil Maintains a fleet of over 200 trucks from</u>				
2. <u>13 Bulk Plants Throughout Florida.</u>				
3. _____				

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the RFB NO. 2024-01 GASOLINE & DIESEL FUELS – SUPPLY AND DELIVER SERVICES. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)

(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. NONE
2. _____
3. _____

SUPPLIER(S)

1. Marathon, Chevron, Citgo, Motiva, Murphy
2. _____
3. _____

Date: 10/9/23

Signed (Person authorized to bind the company): [Signature]

Name (printed): Lachlan Cheatham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 9:
QUALIFICATIONS AND REFERENCES

The City will only entertain bids from bidders with a minimum Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references. Additionally, Bidders shall submit a **commercial** client listing, with at least five (5) accounts detailing the longevity of the accounts and disclosing the contact name, email address and phone number for each account, work scope and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire reference; however, the Bidder is encouraged to submit written client reference letters.

1. Business/Customer Name: Collier County
Name of Contact Person/Title: Kristofer Lopez
Telephone# 239 252 8375 Fax _____ E-mail Kristofer.Lopez@colliercountyfl.gov
Address 3925 Tamiami Trail East Bldg C-2 Naples, FL 34112
Phone Number 239 252 8375
Duration of Contract or business relationship current
Type of Services Provided Gas and Diesel Fuel
Contract Period: FROM current TO _____
Contract Price \$ 7 figures Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: Sarasota County
Name of Contact Person/Title: Emily Weustad
Telephone# 941 861 0561 Fax _____ E-mail eweustad@scgov.net
Address 1451 Cattleman Road Bldg E Sarasota FL 34232
Phone Number 941 861 0561
Duration of Contract or business relationship current
Type of Services Provided Fuel
Contract Period: FROM current TO _____
Contract Price \$ 7 figures Contract Price at Completion of the Project \$ _____
Date: 10/9/23
Signed (Person authorized to bind the company): [Signature]
Name (printed): Lochlan Cheatham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

3. Business/Customer Name: Hillsborough Transit Authority

Name of Contact Person/Title: Cathy Zickefoose

Telephone# 813 384 6383 Fax _____ E-mail ZickefooseC@gohart.org

Address 1201 East 7th Ave Tampa FL 33605

Contract Period: FROM current TO _____

Contract Price \$ 7 figures Contract Price at Completion of the Project \$ _____

Phone Number 813 384 6383

Duration of Contract or business relationship current

Type of Services Provided Fuel

Contract Period: FROM current TO _____

Contract Price \$ 7 figures Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: Manatee County

Name of Contact Person/Title: Dave Janney

Telephone# 941 749 3056 Fax _____ E-mail Dave.Janney@mymanatee.org

Address 1112 Manatee Ave West Suite 803 Bradenton, FL 34205

Phone Number 941 749 3056

Duration of Contract or business relationship current

Type of Services Provided Fuel

Contract Period: FROM current TO _____

Contract Price \$ 7 figures Contract Price at Completion of the Project \$ _____

Date: 10/9/23

Signed (Person authorized to bind the company): [Signature]

Name (printed): Lochlan Cheatham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

5. Business/Customer Name: Pinellas County

Name of Contact Person/Title: Amade Richardson

Telephone# 727 464 3151 Fax _____ E-mail ajrichardson@pinellascounty.org

Address 400 S. FT. Harrison Ave Annex Building 6th Floor Clearwater, FL 33756

Contract Period: FROM Current TO _____

Contract Price \$ 7 figures Contract Price at Completion of the Project \$ _____

Phone Number 727 464 3151

Duration of Contract or business relationship current

Type of Services Provided Fuel

Contract Period: FROM Current TO _____

Contract Price \$ 7 figures Contract Price at Completion of the Project \$ _____

6. Business/Customer Name: Lee County

Name of Contact Person/Title: Diang Khan

Telephone# 239 533 8854 Fax _____ E-mail dkhan@leegov.com

Address 2115 Second Street Fort Myers FL 33901

Phone Number 239 533 8854

Duration of Contract or business relationship current

Type of Services Provided Fuel

Contract Period: FROM Current TO _____

Contract Price \$ 7 figures Contract Price at Completion of the Project \$ _____

Date: 10/9/23

Signed (Person authorized to bind the company): [Signature]

Name (printed): Lochlan Cheatham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 10:
NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Palm Beach

Before me, the undersigned authority, personally appeared:

Lachlan Cheatham who, being first duly sworn, deposes and says that:

1. He/She is the President (Owner, Partner, Officer, Representative or Agent) of Palmdale Oil Company LLC, the Respondent that has submitted the attached reply:

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:

3. Such reply is genuine and is not a collusive or sham reply:

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost element of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 22nd day of Sept., 2023.

By: L Cheatham
(Printed Name) Lachlan Cheatham

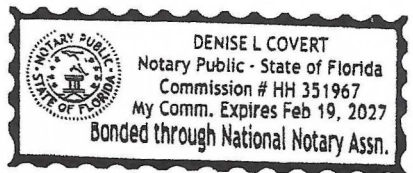
(Title)
STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 22 day of Sept. 2023, by Denise Covert

Denise Covert
Notary Public – State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED



**ATTACHMENT 11:
CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to Contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

_____ I am an employee, public officer or advisory board member of the City

_____ (List Position Or Board)

_____ I am the spouse or child of an employee, public officer or advisory board member of the City

Name: _____

_____ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

_____ Respondent employs or Contracts with an employee, public officer or advisory board member of the City.

Name: _____

None of The Above

PART II: Are you going to request an advisory board member waiver?

_____ I will request an advisory board member waiver under §112.313(12)

_____ I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

Date: 10/9/23
Signed (Person authorized to bind the company): [Signature]
Name (printed): Lachlan Cheatham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 12:
PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a 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 Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Lachlan Cheatham, being an authorized representative of the Respondent _____,

Located at: 911 North 2nd Street

City: Fort Pierce State: FL Zip Code: 34950, have read and understand the content above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: [Signature] Date: 9/22/23

Telephone #: 772 461 2300 Fax #: 772 595 0843

Federal ID #: 59-2358666 E-mail: lach@palmdeteoil.com

State of Florida

County of Palm Beach

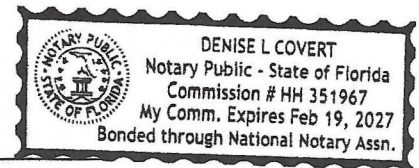
STATE OF Florida

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 22 day of Sept. 2023, by Denise Covert.

[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



Date: 9/22/23

Signed (Person authorized to bind the company): [Signature]

Name (printed): Lachlan Cheatham Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 13:

DRUG-FREE WORKPLACE FORM

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: Palmdale Oil Company LLC (Company Name) does:

1. Publish 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. Inform 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. Give 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), notify 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. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

Check one:

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

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Lochlan Cheatham
Signature

Lochlan Cheatham
Print Name

10/9/23
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 15:

STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and its employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employee agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery at 5455 Pan American Blvd., North Port, FL 34287. Notification may also be provided by fax transmission to 941-423-2570.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limit required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Company Name: Palmdale Oil Company LLC

Signature of person authorized to bind the Company: 

Print name and title of person above: Lochlan Cheatham

Date: 10/9/23

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A BID.

ATTACHMENT 16:
Scrutinized Company Certification Form

Company Name: Palmdale Oil Company LLC
Authorized Representative Name and Title: Lachlan Cheatham President
Address: 911 N. 2nd Street City: Fort Pierce State: FL ZIP: 34950
Phone Number: 772 461 2300 Email Address: lach@palmdaleoil.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods c services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on th Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods c services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lis created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf c the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is nc participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf c the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is nc participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activitie in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: Lachlan Cheatham
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Lachlan Cheatham President

Date Certified: 10/9/23

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED)

ATTACHMENT 17:

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF Florida

COUNTY OF Palm Beach

This 22 day Sept of 2023 _____, being first duly sworn, deposes and says that he or she is th authorized representative of _____ (Name of the Contractor, firm or individual), and that the vendor and any of its agen agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with ar City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respec to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms an Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, eithe individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so grounds for immediate disqualification from the selection process. The selection process is not considered final until such a tome as th Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting t influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a membe of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standar Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 22 day of Sep, 2023.

By: [Signature]
Lochlan Cheatham
(Printed Name)
President
(Title)

STATE OF FLORIDA

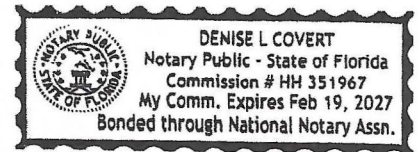
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or _____ online notarization, this 22 day of Sept 2023, by Denise Covert

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED



ATTACHMENT 18:
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF Florida
COUNTY OF Palm Beach

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

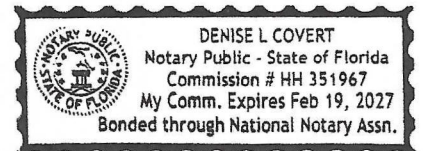
VENDOR: Palmdale Oil Company LLC (Vendor's Company Name)

A. Cheatham (Vendor signature)
Lechlan Cheatham (Vendor's name printed)
President (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this 22 day of Sept., 2023
by Denise Covert, as Notary Public.

Denise CA
 Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND SUBMITTED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

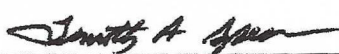
PRODUCER Acrisur LLC dba Gulfshore Insurance 4100 Goodlette Rd N Naples, FL 34103 239 261-3646	CONTACT NAME: Michelle A. Kalicharan PHONE (A/C, No, Ext): 239 435-7143 E-MAIL ADDRESS: mkalicharan@gulfshoreinsurance.com	FAX (A/C, No): 239 213-2803
	INSURER(S) AFFORDING COVERAGE	
INSURED Palmdale Oil Company, LLC 911 North 2nd Street Fort Pierce, FL 34950	INSURER A : Houston Specialty Insurance Company	NAIC # 12936
	INSURER B : Great American Insurance Company	26832
	INSURER C : Lloyds - Aflin #: AA1122000	
	INSURER D : Imperium Insurance Company	35408
	INSURER E : INSURER F :	

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 SUBR INSR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ECAP1HSGL00000405	09/30/2023	09/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Pollution Lia		ECAP1IICCA00000405	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		ECAP1HSCX00000405	09/30/2023	09/30/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	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	WCE98918500	05/04/2023	05/04/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability		23UKPCB23000259050	09/30/2023	09/30/2024	\$5,000,000

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

CERTIFICATE HOLDER For Informational Purposes Only For Informational Purposes Only For Informational Purposes Only For Informational Purposes Only	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 

Find an item 

Refresh Date : 10/12/2023

Business
 Name PALMDALE OIL COMPANY LLC
 FEIN 592358666

License
 Number 511333
 License Type WHOLESALE

License Status ACTIVE

Business
 Name PALMDALE OIL COMPANY LLC
 FEIN 592358666

License
 Number 511333
 License Type CARRIER

License Status ACTIVE

Business
 Name PALMDALE OIL COMPANY LLC
 FEIN 592358666

License
 Number 511333
 License Type EXPORTER

License Status ACTIVE

Florida Department of Revenue
 5050 West Tennessee Street, Tallahassee, FL 32399