

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR THE ANNUAL PURCHASE OF FUEL

DATE SUBMITTED: 3/25/2013

VENDOR NAME: Palmdale Oil Company

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: 1

SECTION A - TRANSPORT DELIVERY
TOTAL FOR ALL 4 GRADES: \$ 12.4064

SECTION B - TANK WAGON DELIVERY
TOTAL FOR ALL 4 GRADES: \$ 12.6337

GRAND TOTAL (SECTIONS A & B): \$ 25.0401

SECTION A – TRANSPORT DELIVERY

PLEASE SPECIFY THE SIZE OF A TRANSPORT LOAD: 7500 GALLONS

UNLEADED GASOLINE – E10

	UNLEADED 87 OCTANE	UNLEADED 89 OCTANE
BASE PRICE* PER GALLON	\$ <u>2.8921</u>	\$ <u>3.0104</u>
VENDOR MARKUP PER GALLON (EXCLUDING TAX)	\$ <u>.0509</u>	\$ <u>.0409</u>
TOTAL PER GALLON	\$ <u>2.943</u>	\$ <u>3.0513</u>

#2 ULTRA LOW SULFUR DIESEL – CLEAR & DYED

	#2 ULTRA LOW SULFUR DIESEL CLEAR	#2 ULTRA LOW SULFUR DIESEL DYED
BASE PRICE* PER GALLON	\$ <u>3.1447</u>	\$ <u>3.1476</u>
VENDOR MARKUP PER GALLON (EXCLUDING TAX)	\$ <u>.0599</u>	\$ <u>.0599</u>
TOTAL PER GALLON	\$ <u>3.2046</u>	\$ <u>3.2075</u>

*The "Base" price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the "Oil Price Information Service" ("OPIS") on the opening date of this Bid (stated on the cover sheet of this bid package) at 10:00 a.m.

SECTION A TOTAL (ALL 4 GRADES): \$ 12.4064

SECTION B - TANK WAGON DELIVERY

PLEASE SPECIFY THE SIZE OF A TANK WAGON LOAD: 500 - 4000 GALLONS

UNLEADED GASOLINE - E10

	UNLEADED 87 OCTANE	UNLEADED 89 OCTANE
BASE PRICE* PER GALLON	\$ <u>2.892</u>	\$ <u>3.0104</u>
VENDOR MARKUP PER GALLON (EXCLUDING TAX)	\$ <u>.1079</u>	\$ <u>.0979</u>
TOTAL PER GALLON	\$ <u>2.9999</u>	\$ <u>3.1083</u>

#2 ULTRA LOW SULFUR DIESEL - CLEAR & DYED

	#2 ULTRA LOW SULFUR DIESEL CLEAR	#2 ULTRA LOW SULFUR DIESEL DYED
BASE PRICE* PER GALLON	\$ <u>3.1447</u>	\$ <u>3.1476</u>
VENDOR MARKUP PER GALLON (EXCLUDING TAX)	\$ <u>.1166</u>	\$ <u>.1166</u>
TOTAL PER GALLON	\$ <u>3.2613</u>	\$ <u>3.2642</u>

**The "Base" price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the "Oil Price Information Service" ("OPIS") on the opening date of this Bid (stated on the cover sheet of this bid package) at 10:00 a.m.

SECTION B TOTAL (ALL 4 GRADES): \$ 12.6337

THE FUEL WILL BE DELIVERED WITHIN 1 CALENDAR DAYS AFTER ORDER IS PLACED BY DEPARTMENT.

Cost of the OPIS Subscription: \$ 103.50 EACH

NOTE: THE COST OF THE OPIS SUBSCRIPTION IS AN ADDITIONAL PRICE ITEM AND WILL NOT BE FACTORED INTO THE BASIS OF AWARD. THE COUNTY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO PURCHASE THE SUBSCRIPTION ON ITS OWN.

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?
YES NO

PLEASE SEE ATTACHMENT A FOR SITE LOCATIONS AND VOLUMES.

OPTION A – GENERATOR FUELING:

SEE ATTACHMENT B TO PROVIDE PRICING

THE COUNTY HAS NUMEROUS EMERGENCY GENERATORS AT VARIOUS LOCATIONS THROUGHOUT LEE COUNTY. IN THE SPACE PROVIDED ON ATTACHMENT B, PLEASE STATE YOUR COST PER GALLON FOR TANK WAGON DELIVERY TO EACH OF THE LISTED SITES ON AN AS-NEEDED BASIS.

Does your firm have a location/office/facility in Lee County?
YES NO

Address: 2961 Royal Palms Ave, Ft. Myers, FL 33901

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications?
YES NO

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the County.

MODIFICATIONS:

Bidder shall submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME Palmdale Oil Company Inc.

BY (Printed): Lachlan Cheetham

BY (Signature): [Signature]

TITLE: President

FEDERAL ID # OR S.S.# 59-2358666

ADDRESS: 2961 Royal Palm Ave

Fl. Myers, FL. 33901

PHONE NO.: 239-226-4080

FAX NO.: 239-226-4081

CELLULAR PHONE/PAGER NO.: 239-229-0830

EMERGENCY PHONE NO.: 561-722-0402

DUNS #: N/A

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

0100767

E-MAIL ADDRESS: lach@palmdaleoil.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes No

ADDITIONAL INFORMATION

Number of tank wagons owned and based locally: 7

Total fuel capacity of all owned tank wagon trucks in gallons: 30,000

Capacity in gallons of fixed fuel storage tanks at local supply point: 150,000

Is your supply point equipped with an emergency generator? YES

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 08-26)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE/COLLIER COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee/Collier County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee/Collier County, Florida?

2961 Royal Palm Ave, Ft. Myers, FL. 33901

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

City block between Hansen, Fowler, and Royal Palm Ave.
150,000 Fuel Storage, 2 warehouse approx 4,000 sq feet.
Office with 2 sales reps and 2 admin. 12 drivers.

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE/COLLIER COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE/COLLIER COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types, amount and location of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types, amount and location of material stock that you have available to service this contract.

All of the fuel and oil needed to supply this contract. Bulk fuel, bulk oil, and package products.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive three years?

Yes No

If yes, please provide your contractual history with Lee County for the past three, consecutive years. Attach additional pages if necessary.

We have supplied fuel for the last 6 months and Lubricants for the past 5 years.



LEE COUNTY

SOUTHWEST FLORIDA

Lee County Ordinance No. 08-26

Local Bidder's Preference

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS



Principal place of business is located within the boundaries of Lee County.

Company Name: Palmdale Oil Company Inc.
Signature: [Handwritten Signature] Date: 3/25/2013

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was signed and acknowledged before me this 25 day of March, 2013, by Lauchlan Cheatham who has produced

(Print or Type Name)
DLC 350-532-72-087-0 as identification.
(Type of Identification and Number)

[Handwritten Signature]
Notary Public Signature

MARY JOE FRAGUEIRO
Printed Name of Notary Public

7/22/15 EE 80518
Notary Commission Number/Expiration



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: B-130173 PROJECT NAME: Annual Purchase of Fuel

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Palmdale Oil Company
Signature: [Signature] Title: President Date: 3/25/2013

STATE OF FL
COUNTY OF Palm Beach

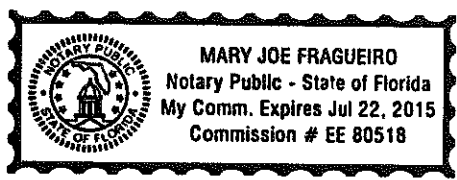
The foregoing instrument was signed and acknowledged before me this 25 day of March 20 13, by Lachlan Chestam who has produced

DL C350-532-720870 as identification.
(Type of Identification and Number)

[Signature]
Notary Public Signature

MARY JOE FRAGUEIRO
Printed Name of Notary Public

7/22/15 8880518
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

ATTACHMENT B – GENERATOR LOCATIONS

NOTE: The County reserves the right to add additional sites to this list as they come on line over the term of this quote.

OPTION A GENERATOR FUELING

(Please provide the cost/gallon)

**PLEASE NOTE THE ADDITION OF THREE 12,000 GALLON
TANKS AT THE NEW EOC.**

Located at: 2675 Ortiz Ave, Ft. Myers 33905

Cost/gallon \$.35 cents markup over OPI



EMERGENCY RESPONSE

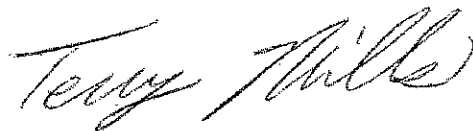
- Within 72 hours of an approaching storm it is important for the last orders to be into dispatch. It is important prior to the height of Hurricane season to have all generators "topped-off". Don't wait until the last minute.
- Palmdale Oil Company will prioritize all deliveries for Hospitals, Local Government, Federal Government, Power Companies, Law Enforcement, Contract Customers and "long time" Loyal Customers.
- Depending on the severity of the storm, Palmdale Oil Company will be on call as soon as the storm has passed. All storage tanks in our facilities will be topped of and employees will report back to their local terminal immediately.
- Palmdale Oil Company maintains back up generators so we can pump fuel and we have access to pull the fuel with our own trucks in the event there is a generator back-up problem.
- Palmdale Oil Company also recommends that customers sign up for our Hurricane Fuel Storage Program if room is available.

Palmdale

OIL COMPANY

QUALITY ASSURANCE PROGRAM

Our Quality Assurance Program is in conjunction with our Spill Response, USCG Over-Water Transfers, Employee Training Programs to make sure we maximize our Customer Satisfaction. We strive to eliminate our spills by not filling tanks beyond the 90% of maximum capacity. This requires the tank(s) having a safe platform to stick tanks or an accurate tank gauge on the tank(s). In order to eliminate cross drops we train our drivers accordingly to prevent this. We also ask the customer to have their tank(s) clearly marked as to the product they contain. Our drivers are trained to mark their paperwork so that they know where the product is on their truck and double check themselves before pumping.



TERRY MILLS

SPILL RESPONSE & QUALITY ASSURANCE MANAGER

911 North 2nd Street • Ft. Pierce, Florida 34950 • Office (800) 785-7114 • Fax (772) 595-0843

An Independent Franchisee of



www.palmdaleoil.com



2. Emergency Response Action Plan

2.1 Notification Procedures.

All spills, regardless of size must be reported to the company's QI immediately.

All Drivers are required to follow the Spill Response Guideline set forth in this document.

In the event of a fire emergency, the Person In Charge will secure the affected area and immediately notify the local fire department by dialing 911. In the event of an oil spill, the Person In Charge will ensure that all the proper authorities have been notified. In addition, the Person In Charge, using the materials on hand, will direct available personnel to assist in the deployment of equipment and corrective actions in order to mitigate damage. In the event of an accident, the Person In Charge will notify the local emergency medical service and/ or fire department by dialing 911.

At the time of a spill the driver on site shall perform any necessary action to STOP the continuation of the spill.

Disengage pumping system on truck.

Close all drain valves on tanks.

Immediately contain spill.

Divert spill from contacting the soil.

Drivers may carry the liquid clean up and de-volatilizer on their truck. Ask your supervisor to provide.

Utilize booms and pads to prevent run off from contacting the soil.

The QI will evaluate the situation to determine, through documentation, if the spill consist of more than 25 liquid gallons. If so the QI will contact the DEP. Any spill to the water you must notify the NRC and USCG.

Upon evaluation of the Spill if it is determined to be in excess of 25 liquid gallons and beyond the scope of the on staff PCC contractor, the QI will make arrangements with DEP as well as our contracted Spill Responder.

Preventing a spill is our main goal. Inspect your hose lines and piping daily.

In the event of any spill, mixed product or vehicular accident, the driver is required to immediately contact his/her supervisor. In the event that the immediate supervisor is not available the driver may contact the Qualified Individual (QI) Lach Cheatham directly 561 722 0402. Alternate QI's are Kendall Cheatham 561 722 6862 and Robert Talley 561 722 7140 and Mallory Doremus 561 722 1892 and Terry Mills 772 834 4345. Terry Mills is also the Spill Response manager (SRM).

Once the Supervisor is notified, the Supervisor must contact QI Lach Cheatham 561 722 0402 immediately for consultation and direction.

An incident report must be filled out by the direct supervisor and sent to the QI.

Driver should always take note when filling tanks in containment that the containments drain valve is securely closed.

Palmdale Oil Company, Inc
Spill Response Plan

Driver should always check the level of the product in the tank, prior to filling. All tanks have a 10% ulage of unavailable tank space. The driver should determine if the product to be delivered is more than 90% of the captivity of the tank. Due caution should be used in the prevention of an over fill.

When accessible, manual tank gauge reading should be utilized and documented. Reading should be gathered before and after delivery. Customer should verify readings.

When a monitoring system is used, the driver should find out if the reading is current. Some system poll at intervals and may be misleading. Once you have confirmed the current reading you need to account for the 10% ulage. Document your reading before and after filling.

With respect to vessel fueling:

The driver of the truck making the vessel delivery is normally the only shore man required for the oil transfer operation and is licensed to serve in the capacity of Person In Charge. On multiple truck deliveries or when special equipment is required, the transfer of the cargo from the truck to the vessel, an additional trained man will be assigned to assist in the transfer, in which case either the driver or the added man may serve as the Person In Charge.

It is the duty of the Person in charge to carry out the shore-related function of the oil transfer operation following the procedures which have been established by Palmdale Oil Company and approved by the Coast Guard with the objective of eliminating any spillage or oil into navigable waters.

Note:

We do not transfer to any vessel that is unmanned.

Palmdale Oil Company, Inc
Spill Response Plan

Members of the Spill Response Team

(all team members are on call 24 hours per day)

Qualified Individual (QI)

Lach Cheatham
561-722-0402

Alternate Qualified Individual (AQI)

Kendall Cheatham
561-722-6268
Mallory Cheatham
561-722-1892
Robert Talley
561-722-7140

*Alternate Qualified Individual &
Spill Response Manager (SRM)*

Terry Mills
772-834-4345

*Facility Response Team (FRT)
(based on facility location)*

Kenny Brane
863-801-8976
Bob Clark
772-216-7953
Dan Foster
561-436-0738
Bob Almeida
239-229-0830
Cindy Ward
813-335-6743

TELEPHONE NUMBERS FOR REPORTING POLLUTANT SPILLS

NATIONAL RESPONSE CENTER

(800) 424-8802 (24 HOURS)

(202) 267-2675 (24 HOURS)

*** Any discharge to water must be reported immediately to the National Response Center.*

U.S. COAST GUARD MARINE SAFETY OFFICE

Sector Miami (305)535-8701(24 Hrs)/ (305)732-0160 /

Sector Jacksonville (904)564-7513 / (904) 564-7511 ext 12 (24 hrs)

Sector St. Petersburg (813)228-4200 / (727) 824-7506 (24 hrs)

Sector Key West (305) 292-8700 / (305) 292-8727 (24 hrs)

Sector Mobile (251) 441-5720 / (251) 441-6211 (24 hrs)

U.S. COAST GUARD MARINE SAFETY DETACHMENTS

Port Canaveral (321)784-6780 / (321)868-4200 (24 Hrs)

Lake Worth (561)848-8868 / (561) 844-4470 (24 hrs)

Panama City (850) 233-0366 ext 176 / (251) 441-6211 (24hrs)

Fort Myers (239) 985-0560 / (727) 824-7506 (24hrs)

STATE WARNING POINT

Florida (800) 320-0519 (24 HRS)

(850) 413-9911 (24 HRS)

Alabama (800) 843-0699 (24hrs)

(334) 271-7700

DEPARTMENT OF NATURAL RESOURCES

FLORIDA FISH AND WILDLIFE

(888) 404-3922 (24 Hours, In State)

EPA REPORTING NUMBERS

(404) 562-8700

(404) 562-9900

OTHER NUMBERS

Emergency Phone Number

Local Fire Department 911

Local Police Department 911

Local Ambulance 911

Spill Response Contractors

Cliff Berry, Inc (800) 899-7745

Emergency first responder

Industrial waste hauler

**PALDALE OIL COMPANY, INC.
LICENSED AUTHORIZED DRIVERS AND
TRAINED PERSON IN CHARGE (PIC) LIST**

<u>NAME</u>	<u>LEVEL OF TRAINING</u>	<u>DATE</u>
	First Responder Awareness	9/22/2012
Almeida, Mark	First Responder Awareness	9/22/2012
Almeida, Robert	First Responder Awareness	9/22/2012
Ash, Jeff	First Responder Awareness	9/22/2012
Bradley, George	First Responder Awareness	9/22/2012
Brane, Kenny	First Responder Awareness	9/22/2012
Brown, Gerald	First Responder Awareness	9/22/2012
Byers, Charles	First Responder Awareness	9/22/2012
Cendejas, Salvador	First Responder Awareness	3/26/2011
Cepeda, Alain	First Responder Awareness	9/22/2012
Cheatham, Kendall	First Responder Awareness	9/22/2012
Civil, Walners	First Responder Awareness	9/22/2012
Clark, Bob	First Responder Awareness	9/22/2012
Costoso, Rene	First Responder Awareness	9/22/2012
Doremus, Mallory	First Responder Awareness	9/22/2012
Everson, Aaron	First Responder Awareness	9/22/2012
Foster, Daniel	First Responder Awareness	9/22/2012
Garcia, Gordon	First Responder Awareness	9/22/2012
Gomez, Soccoro	First Responder Awareness	9/22/2012
Joaquim, Fernando	First Responder Awareness	9/22/2012
Acosta, Pedro	First Responder Awareness	9/22/2012
Kahier, Lee	First Responder Awareness	9/22/2012
Malchow, John	First Responder Awareness	9/22/2012
Marinack, Greg	First Responder Awareness	9/22/2012
Marquinhos, Carlos	First Responder Awareness	9/22/2012
Minondo, Marcus	First Responder Awareness	9/22/2012
Mills, Terry	First Responder Awareness	9/22/2012
Morales, Jorge	First Responder Awareness	9/22/2012
Moreau, Phil	First Responder Awareness	9/22/2012
Ochoa, Edgar	First Responder Awareness	9/22/2012
Pugh, John	First Responder Awareness	9/22/2012
Rietdorf, Robert	First Responder Awareness	9/22/2012
Robinson, Willie	First Responder Awareness	9/22/2012
Salgado, Kevin	First Responder Awareness	9/22/2012
Sanders, Jeff	First Responder Awareness	9/22/2012
Santos, Robert	First Responder Awareness	9/22/2012
Shorey, David	First Responder Awareness	3/26/2011
Smith, Tony	First Responder Awareness	9/22/2012

*Palmdale Oil Company, Inc
Spill Response Plan*

Whited, Mitchell	First Responder Awareness	9/22/2012
Williams, Michael	First Responder Awareness	9/22/2012
Wilson, Todd	First Responder Awareness	9/22/2012
Yates, Russell	First Responder Awareness	9/22/2012
Senecal, Michael	First Responder Awareness	9/22/2012
Talley, Robert	First Responder Awareness	9/22/2012
Wagoner, Gary	First Responder Awareness	9/22/2012
White, Eddie	First Responder Awareness	9/22/2012
Stubbs, Gregory	First Responder Awareness	9/22/2012



Cliff Berry, Incorporated
Environmental Services

January 1st 2012

EMERGENCY RESPONSE AGREEMENT

**24 HOUR EMERGENCY NUMBER
1.800.899.7745**

By and Between



**CLIFF BERRY, INCORPORATED
P.O. BOX 13079
PORT EVERGLADES STATION
FT. LAUDERDALE, FL 33316
954.763.3390 OFFICE
954.764.0415 FAX**

And

**PALMDALE OIL COMPANY INC.
911 NORTH 2ND STREET
FT. PIERCE, FL 34950
LACHLAN L. E. CHEATHAM**

CUSTOMER NUMBER #: 31475

**CLIFF BERRY, INCORPORATED
EMERGENCY RESPONSE SERVICES**

This agreement for Emergency Response Services (the "Agreement") is made this **1ST** day of **JANUARY, 2012** between Cliff Berry, Incorporated with its principal offices located at 851 Eller Drive, Ft. Lauderdale, FL 33316 and **PALMDALE OIL COMPANY INC.** (hereafter referred as the "Client") with its principal offices located at **911 North 2nd Street in Fort Pierce, FL 34950.**

RECITALS

WHEREAS Cliff Berry, Incorporated has been awarded a contract to perform Emergency Response Services on an as-called basis for certain companies (hereinafter referred to as the "Client"); and whereas Cliff Berry, Incorporated shall be hereinafter referred to as CBI.

WHEREAS CBI represents that it is capable of providing additional Emergency Response resources to "Client" which services include, but may not be limited to, Emergency Response Services reasonably required to mitigate oil, chemical and other hazardous or non-hazardous substances released into the environment on an as-called basis, twenty-four (24) hours per day, seven (7) days per week; and

WHEREAS CBI wishes to establish in advance the terms and procedures whereby the "Client" may, from time to time, contract Emergency Response Services under the Prime Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

SCOPE OF WORK

The scope of work to be performed by CBI shall be determined by the Parties at the time the "Client" requests the services and as authorized by the "Client's" authorized representative. A request from the "Client" for CBI to perform services under this agreement constitutes an "ORDER" placed for these services. The "Client" acknowledges and agrees that CBI may, at its sole discretion, expand, modify, and/or discontinue the services with appropriate notice to the "Client". If such changes result in an increase or decrease in costs, these costs adjustments shall be documented in a written change order, signed by the parties.

Should the "Client" discontinue the request for services once the "ORDER" has been placed and authorization to proceed has been given, the "Client" concedes that CBI has deployed equipment, personnel and managerial staff in support of the service order. Accordingly, the "Client" agrees to mobilization charges equivalent to a 4 hour minimum that will be applied to the service order. In the event that CBI can not respond due to uncontrollable circumstances, CBI shall notify the "Client" in a judicious manner.

The services to be provided by CBI include, but are not limited to:

- Site evaluation, decontamination and restoration
- Containment, recovery, repackaging and removal of Hazardous & Non-Hazardous substances
- Transportation, storage, treatment or disposal of recovered wastes
- Technical services, including sampling, laboratory analysis, and other related services
- Training and mock spill drill deployments

EMERGENCY NOTIFICATION

The "Client" may request services of CBI by telephone - 24 hours / day - 7 days a week by calling its emergency number **800.899.7745**. When the "Client" requests CBI to take action in an Emergency Response, such a request shall constitute an "ORDER" which may be accepted or rejected by CBI.

When the "ORDER" has been placed, CBI shall provide the "Client" with a written "JOB AUTHORIZATION, ACCEPTANCE OF TERMS AND CONDITIONS FORM" either in person or via fax to be signed by an authorized agent of the "Client" empowering CBI to perform the scope of work. (See attached exhibit A)

When placing an "ORDER", the "Client" shall identify the location and preliminary scope of services requested. Initial information may include, to the extent practicable:

- ✓ The surface impacted (soil, concrete, pavement, storm drains, etc...),
- ✓ The substance released
- ✓ The products chemical name and trade name
- ✓ Amount of release
- ✓ Name of either Party's on-scene representative.

***Client is responsible for advising all Federal, state, local, and any other governing authorities of the spill event occurrence. (See Emergency Response Spill – Reporting & Notification Requirements)**

CHANGE ORDER

CBI may, at any time, **by verbal order followed by a written change order**; make specific changes in the scope of work under any "ORDER" accepted by CBI. Should such changes involve additional services on the part of CBI, then CBI shall submit an estimate of the amounts of additional personnel and equipment it expects to be utilized for such changes. CBI will not proceed with the changes until it has received written authorization from the "Client" unless the "ORDER" is issued under emergency conditions, were by a verbal "ORDER" followed by a written fax to CBI's corporate office shall control.

In an emergency where the safety of persons or property is threatened, CBI shall act, at its sole discretion, to prevent threatened damage, injury or loss to persons or property. Any such actions must be prudent, cost effective and justifiable. Such actions will be compensated in accordance with this agreement.

SITE ACCESS

The "Client" shall be responsible for securing all necessary approvals, judicial and/or administrative orders necessary to ensure CBI legal access to the site.

RETAINER

CBI shall charge a yearly retainer fee of \$ 450.00 which shall be prepaid before any services, equipment, or materials are made available to the "Client". The retainer is required to offset the cost of storage, maintenance, training and administrative fees. If CBI is called upon to respond to a spill, the annual fee shall be credited to the cleanup charge.

LICENSING

CBI warrants that it is properly licensed and has the requisite skills and related expertise to provide the services described or reasonably implied in this agreement.

SUPPLEMENTARY TERMS AND CONDITIONS

MANIFEST AND PRODUCT PROFILING:

CBI will provide the "Client" a manifest for all waste removed from the spill site. CBI reserves the right to determine the exact amount of waste transported and disposed thereof. Costs are determined based on the generator's waste material profile sheet and certification of the representative sample submitted. Should the waste be different from the sample submitted, the "Client" will be responsible for any additional disposal surcharges assessed by the disposal facility or incurred during subsequent transportation.

PERSONNEL:

All personnel sent on-site from CBI are technical personnel with the capacity of performing the entire operation on a given job. If, for any reason, due to the "Clients" collective bargaining agreements, or if the "Client" deems it is necessary to utilize other personnel in the performance of the work, such personnel shall be furnished by and at the sole expense of the "Client". Such additional personnel shall work under the direction and supervision of the "Client" and shall not be employees of CBI.

INSURANCE:

CBI shall observe and comply with all applicable laws in the state where such work is performed relating to Worker's Compensation and Longshoreman's and Harbor Worker's Insurance coverage for its employees and shall carry public liability insurance.

TAXES:

Unless otherwise indicated, all applicable federal, state, local taxes and tariffs are to be added to the quoted price(s).

RENTAL:

The "Client" assumes and agrees to be liable for all risks of physical loss or damage (other than ordinary wear and tear due to use) to the equipment after delivery to the "Client's" work site until returned to CBI's possession at point of origin. If such equipment is lost or damaged so as to be unrepairable, the "Client" shall pay CBI its replacement cost.

TERMS OF PAYMENT:

Unless otherwise stated, terms are NET UPON RECEIPT OF INVOICE. The parties further acknowledge making payment for all services provided by CBI as outlined under the terms set forth in this agreement. Failure to make timely payment will result in a 1.5% monthly interest penalty which is to be added to the outstanding balance, as well as any cost incurred during the process of securing payment, including but not limited to attorney's fees and the cost of collection.

PROPOSAL ACCEPTANCE

By my signature below I acknowledge that I have read the proposal and agree to its terms, including all those set forth above. In addition, I concede receiving a copy of the CBI Price List and that I have read all provisions set forth and agree to all terms and conditions thereof.

COMPANY NAME: Palmdale Oil Company, Inc
 CLIENT SIGNATURE: [Signature]
 CLIENT PRINTED: Robert A. Restin
 TITLE: CFO
 DATE: 7/3/10

Witnessed: Cliff Berry, Incorporated
 Authorized Signature: [Signature]
 Signature Printed: PAUL MEDING
 Title: REGIONAL AREA MANAGER

CLIENT INFORMATION

Facility:

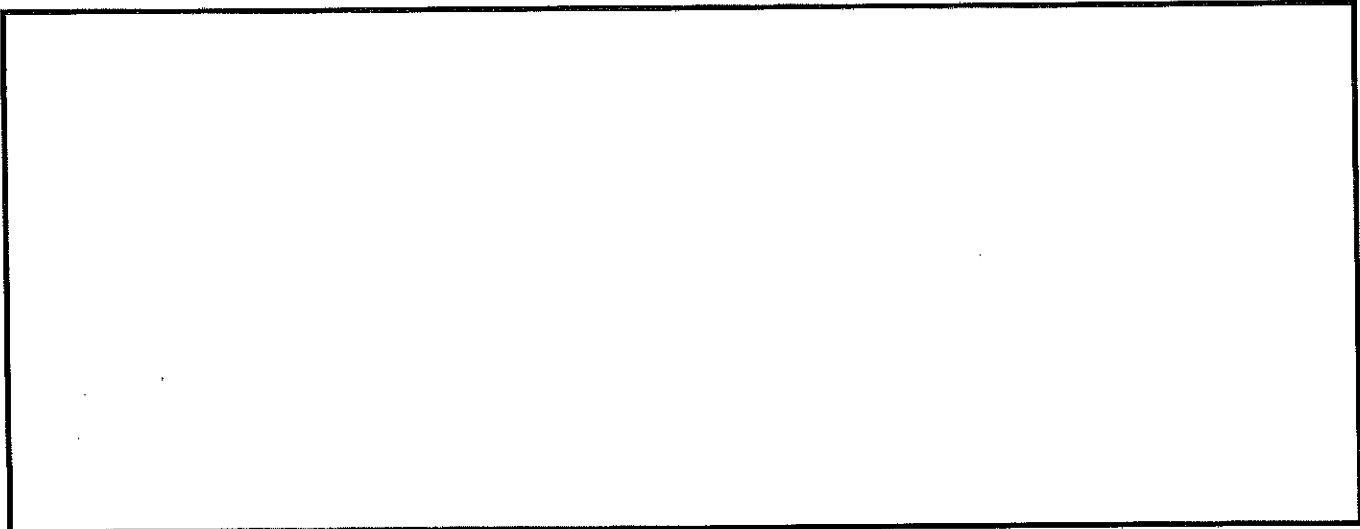
Fort Meyers Facility ID #:
Business Address: **911 North 2nd Street, Ft. Pierce, FL 34950**
Site Address: **2961 Royal Palm Avenue, Ft. Meyers, FL 23901**
Technical Contact: Phone #: **239.226.4080** Email: **bob@palmdaleoil.com**
After Hour Phone #: Emergency Phone #: **239.229.0830**

Insurance Company:

Name **Gulf Shore Insurance** Policy #: **EFD483024700**
Address: **4100 Doodlette Road, Naples FL 34103**
Phone #: Fax #: 24 Hour Emergency #:
Technical Contact: **Terry Mills** Phone #: **772.834.4345** 24 Hour Emergency #: **561.722.7140**
Title: Email: **terry@palmdaleoil.com**

FACILITY DESCRIPTION

Type of Facility: X Shore side Fixed
X Tank Truck
Vessel
* Number of Tanks & Capacities: 4 Diesel **15K each**
(See diagram below for locations) 2 Gasoline **15K each**
9 Oil Type **1,800 each**
MSDS Date Sheets Included
Equipment on Hand: Boats #
Boom
Absorbents
Additional Details
Facility Certified Responder Personnel: Names -
Length of Largest Vessel Docking at the Facility:
Special Instructions / Additional Information:



**SKETCH OF SITE / PHOTO(S) OF SITE
CLIFF BERRY, INCORPORATED**