

Model Certificate P

CERTIFICATE OF STATE USE

(To support vendor's claim for credit or payment under section 6427 of the Internal Revenue Code.)

SUNSHINE GASOLINE DISTRIBUTORS

1650 NW 87 AVE MIAMI, FL 33172 - 592785839

Name, Address, and Employer Identification Number of Vendor

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

A. Buyer will use the diesel fuel or kerosene to which this certificate relates for the exclusive use of a state or local government, or the District of Columbia.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here  and enter:

a. Invoice or delivery ticket number \_\_\_\_\_

b. Number of gallons \_\_\_\_\_

2. If this is a certificate covering all purchases under a specified account or order number, check here  and enter:

a. Effective date 7.1.19

b. Expiration date 6.30.20 (period not to exceed 1 year after effective date)

c. Buyer's account or order number 20-03199188

- Buyer will provide a new certificate to the vendor if any information in this certificate changes.
If Buyer uses the diesel fuel or kerosene to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for any tax.
Buyer acknowledges that it hasn't and won't claim any credit or payment for the diesel fuel or kerosene to which this certificate relates.
Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

ALBERT P. CHILDRESS

Printed or typed name of person signing

CITY MANAGER

Title of person signing

CITY OF DOKAL

Name of Buyer

73-1690945

Employer identification number

8401 NW 53 TER DOKAL, FL 33166

Address of Buyer

[Signature] Oct 16, 2019

Signature and date signed

Model Certificate M

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE

(To support vendor's claim for a credit or payment under § 6416(a)(4) of the Internal Revenue Code.)

SUNSHINE GASOLINE DISTRIBUTORS  
1650 NW 87 AVE MIAMI, FL 33172 - 592785839

Name, address, and employer identification number of ultimate vendor

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under the penalties of perjury:

Buyer will use the gasoline or aviation gasoline to which this certificate relates (check one):

For the exclusive use of a state or local government; or

For the exclusive use of a nonprofit educational organization.

This certificate applies to the following (complete as applicable):

This is a single purchase certificate:

1. \_\_\_\_\_ Invoice or delivery ticket number

2. \_\_\_\_\_ Number of gallons

This is a certificate covering all purchases under a specified account or order number:

1. Effective date 7.1.19

2. Expiration date 6.30.20 (period not to exceed 1 year after the effective date)

3. Buyer's account number 20-0319988

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer acknowledges that it hasn't and won't claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

ALBERT P. CHILDRESS  
Printed or typed name of person signing

CITY MANAGER.  
Title of person signing

CITY OF DORAL  
Name of Buyer

73-1690945  
Employer identification number

8401 NW 53 TER DORAL, FL 33166  
Address of Buyer

*[Signature]* Oct 16, 2019  
Signature and date signed

**RESOLUTION No. 19-126**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING MIAMI-DADE COUNTY CONTRACT NO. ITQ-676-18-A, WHICH WAS COMPETITIVELY ENTERED INTO IN A MANNER SIMILAR TO THAT SET FORTH IN CHAPTER 2, ARTICLE V OF THE CITY CODE; AND TO ENTER INTO AN AGREEMENT WITH THE PREQUALIFIED POOL OF VENDORS FOR THE PROVISION OF GASOLINE AND DIESEL, TRANSPORT AND TANK WAGON IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING MIAMI-DADE COUNTY CONTRACT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on June 13, 2018, the Mayor and the City Council adopted the State of Florida Contract No. 405-000-10-1, that expires on June 30, 2019, with Petroleum Traders, Corp. and Mansfield Oil Company, LLC via Resolution No. 18-111 (approved 5-0) for the provision of fuel supply; and

**WHEREAS**, in an effort to continue to provide the highest quality service possible, in a timely and cost efficient manner, the Public Works Department (PWD) recommends the adoption of the MDC Contract No. ITQ-676-18-A to expand the list of vendors that can meet the City's fuel consumption requirements, and can provide fuel services on a priority basis during emergency conditions that may disrupt the availability of fuel in the area; and

**WHEREAS**, pursuant to Section 2-322 of the City Code, staff respectfully request authorization for the City Manager to adopt the existing Miami-Dade County Contract No. ITQ-676-18-A, and enter into agreements with the prequalified pool of vendors

(Sunshine Gasoline Distributors, Pro Energy LLC, Mansfield Oil Company of Gainesville Inc, and Urbieta Oil Inc) and any additional vendor that may be added to the County's pool for the term of the contract and any extension periods for the provision of Gasoline and Diesel, Transport and Tank Wagon, in an amount not to exceed annual budgeted funds; and

**WHEREAS**, funds for these services were budgeted in the current fiscal year in Public Works account number 001.80005.500522 – Operating Supplies – Vehicles.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Authorization.** The Mayor and the City Council of the City of Doral hereby authorizes the City Manager to adopt the existing Miami-Dade County Contract No. ITQ-676-18-A with the prequalified pool of vendors (Sunshine Gasoline Distributors, Pro Energy LLC, Mansfield Oil Company of Gainesville Inc, and Urbieta Oil Inc) and any additional vendor that may be added to the County's pool for the term of the contract and any extension periods for the provision of Gasoline and Diesel, Transport and Tank Wagon, in an amount not to exceed annual budgeted funds. Funds for these services were budgeted in the current fiscal year in Public Works account number 001.80005.500522 – Operating Supplies – Vehicles.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

|                            |     |
|----------------------------|-----|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Claudia Mariaca | Yes |
| Councilwoman Digna Cabral  | Yes |
| Councilman Pete Cabrera    | Yes |
| Councilwoman Christi Fraga | Yes |

PASSED AND ADOPTED this 8 day of May, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY



**AGREEMENT BETWEEN  
THE CITY OF DORAL, FLORIDA  
AND  
SUNSHINE GASOLINE DISTRIBUTORS**

This Agreement ("Agreement") made up this 12<sup>th</sup> day of June 2019, by and between the City of Doral, Florida, a municipal corporation of the State of Florida ("City") and Sunshine Gasoline Distributors ("Contractor") having its place of business at 1650 NW 87<sup>th</sup> Avenue Doral, FL 33172, for the purchase of Gasoline and Diesel.

**WHEREAS**, the Contractor has an active agreement with the Miami Dade County (Contract No. ITQ-676-18-A), dated October 1, 2018, which was competitively entered into in a manner consistent with Chapter 2 of the City Code; and

**WHEREAS**, on May 8, 2019 the Mayor and the City Council members adopted Resolution No. 19-126 authorizing the City Manager to enter into an agreement with the Contractor, for the purchase of Gasoline and Diesel, based on the Miami Dade County Contract (No. ITQ-676-18-A) in an amount not to exceed the departmental budgeted funds.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Agreement. The City of Doral agrees to the purchase of Gasoline and Diesel fuel from and Sunshine Gasoline Distributors and Sunshine Gasoline Distributors agrees to sell to the City Gasoline and Diesel fuel pursuant to the terms and conditions set out in Miami Dade County Contract No. ITQ-676-18-A.

Section 3. All terms and conditions of the Miami Dade County Contract No. ITQ-676-18-A are adopted and incorporated in this agreement. Miami Dade County Contract No. ITQ-676-18-A. is attached as Exhibit "A".

Section 4. Sunshine Gasoline Distributors shall comply with the terms and conditions set forth in the Miami Dade County Contract No. ITQ-676-18-A and agrees that the City of Doral may access Miami Dade County Contract No. ITQ-676-18-A .


Section 5. Governing Law and remedies shall be amended as follows: "The validity of this agreement and any terms and provisions as well as all rights and duties of the parties here under shall be governed by the laws of the State of Florida and the venue shall be Miami-Dade County."

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date for above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original.

WITNESSES:

By:   
Name: Eddy Alvarez

Sunshine Gasoline Distributors

By:   
Name: MAXIMO ALVAREZ  
Title: PRESIDENT

ATTEST:

  
Connie Diaz, City Clerk

CITY OF DORAL

By:   
Albert Childress, City Manager

Approved as to Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
Luis Figueredo, City Attorney