



Subscription Agreement

Distributor /Sales Agent Contact Info:

Company Name: Petro Solutions
Address: 5200 NW 77th Court
City: Miami
State: Florida
Zip: 33166
Country: USA
Sales Rep Name: Jeremy Cepeda
Email: jcepeda@omsp.com
Phone: 305-883-8687

Subscriber Billing Address & Billing Contact Info:

Note: This section is to gather end user / subscriber billing information only. The site details of where the subscribed solution(s) will be installed/deployed is captured toward the end of this Agreement.

Legal Entity Name: City of Doral
Address: 6100 NW 99 Avenue
City: Doral
State: FL
Zip: 33178
Country: Miami Dade County
Billing Contact Name: IT Department
Name: Maria Garcia
Email: Maria.Garcia@cityofdoral.com
Phone: 305-593-6725 ext 1701

Agreement Effective Date	August 17, 2023
Projected Install / Subscription Start Date	Sep 11,20 2023
Projected Renewal Date	

Subscription Service(s)*

Service	Part Number	# of Sites	Length (in months)	Price
DX Fleet Subscription (External FSC Config)	65-0006	1	12 months	\$810 Sourcewell Contract-DM 092920-DVR 12 months from date of installation

*The Service Level Agreement (SLA) for uptime and response time can be found here:
<https://www.doverfuelingsolutions.com/DFS-SLA>

*All Subscription Services are subject to the DFS Privacy Policy which is found here:
<https://www.doverfuelingsolutions.com/privacy>

Overview

Subscriber: If you are an end user company purchasing Subscription Services (a “Subscriber”) directly from DFS, this Subscription Agreement (this “Agreement”) is between Wayne Fueling Systems LLC, part of the Dover Fueling Solutions family of companies, (“DFS”) and Subscriber and governs Subscriber’s use of all Subscription Services beginning on the Agreement Effective Date. The “Agreement Effective Date” is the date that Subscriber or Distributor (as applicable) agrees to this Agreement by executing this document. The “Subscription Start Date” is the date on which the Subscription Services commence. “Subscription Services” means the software-as-a-service solutions provided by DFS. This Agreement incorporates by reference the most recent versions of (i) the Terms and Conditions of Sale, the End User License Addendum (“EULA”), and the Services Addendum (collectively, the “Terms”) and (ii) certain technical requirements and terms specific to the Subscription Services (“Technical Requirements”), all of which are maintained at www.doverfuelingsolutions.com/terms and may be modified by DFS in its sole discretion. This “Agreement” includes all terms and conditions in this document, the Terms, Technical Requirements and all other terms and conditions that are incorporated herein by reference.

Distributor: If you are a DFS-authorized third party distributor or sales agent (a “Distributor”) of Subscription Services, this Agreement is between DFS and Distributor, and this Agreement confers upon Distributor only the following rights: (i) the right to sell to Subscribers in the Territory the right to access and use the Subscription Services, and (ii) the right to use the Subscription Services only to the extent needed to support Distributor’s sales thereof. For each sale of a Subscription Service, Distributor will ensure that the corresponding contract executed between Distributor and the Subscriber includes terms and conditions substantially similar to, and no less protective of DFS than, the Terms, the Technical Requirements, and the provisions of this Agreement. Distributor shall indemnify, defend, and hold DFS and its Affiliates from and against all claims, expenses, and damages related to or arising out of Distributor’s sale of Subscription Services on terms other than those required herein.

Whether sold directly to a Subscriber by a Distributor or DFS, any Agreement provided hereunder must be approved by DFS, and the Subscriber must meet the applicable Technical Requirements. Any conflict between the Terms and this Subscription Agreement document shall be resolved in favor of this Subscription Agreement document, and any conflict between the Technical Requirements and this Agreement (not including the Technical Requirements) shall be resolved in favor of the Technical Requirements. Capitalized terms used but not defined herein shall have the meanings ascribed in the Terms or Technical Requirements.

Subscription Services. Subscription Service pricing, features, and options depend on the plan selected as well as any changes instigated by the Subscriber. DFS reserves the right to change the Subscription Services, the associated subscription plans, and the pricing thereof. Except as expressly provided otherwise in this Agreement, any changes to Subscription Services will take effect 30 days after written notice to the Subscriber or Distributor, as applicable.

Minimum Term and Renewal

Minimum Term. The Minimum Term for this Agreement is 12-months commencing upon the Subscription Start Date, except as otherwise stated herein and unless this Agreement is earlier terminated in accordance with the terms of this Agreement. Periodic Charges will begin on the Subscription Start Date. Subscriber or Distributor may increase the number of Units to a Subscription Service during a Subscription Period, and/or add additional Subscription Service(s) during a Subscription Period. The Periodic Charges for such additional Units and/or additional Subscription Service(s) will be pro-rated for the remainder of the current Subscription Period after the install date of such additional Units.

Renewal. At the end of the Minimum Term, this Agreement will automatically renew for successive 12-month renewal terms (each an “Automatic Renewal Term”) unless DFS or Subscriber or Distributor (as applicable) provides the other party at least 30 days’ prior written notice of non-renewal or unless this Agreement is earlier terminated in accordance with the terms of this Agreement. The Minimum Term and the Automatic Renewal Terms, if any, are collectively the “Subscription Period”. In no event shall the Subscription Period exceed 15 years.

Payment

Periodic Charges. Periodic Charges for Subscription Services will be billed in advance. All Periodic Charges are due in full within 30 days of the date of invoice. Distributor shall be obligated to pay Periodic Charges regardless of whether it has

collected payment from its customer for the corresponding Subscription Service(s). Subscriber or Distributor, as applicable, must provide and maintain accurate and complete billing and payment information, and will be billed for Subscription Service via the provided payment method (or, if Subscription Services are purchased through a Distributor, will be billed via the Distributor, if any specified above). BY PURCHASING A SUBSCRIPTION SERVICE, SUBSCRIBER OR DISTRIBUTOR, AS APPLICABLE, AUTHORIZES DFS OR ITS AGENT, FOR THE TERM OF THE ASSOCIATED ORDER, TO CHARGE SUBSCRIBER'S OR DISTRIBUTOR'S PAYMENT METHOD ON A RECURRING (E.G. MONTHLY, QUARTERLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION SERVICE CHARGES; AND (b) ANY AND ALL APPLICABLE TAXES (TO THE EXTENT PERMITTED BY LAW); AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH THE CORRESPONDING SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICES.

No Refunds. PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS.

Invoices and Collection Costs. DFS will provide billing information in a format it chooses and reserves the right to correct any associated errors or mistakes even if it has already issued an invoice or received payment. Subscriber or Distributor, as applicable, agrees to notify DFS (by emailing Dbs_na_ar_inquiries@dovercorp.com) about any billing problems or discrepancies in writing within thirty (30) days after they first appear on the relevant invoice, or such problems or discrepancies shall be waived. Subscriber or Distributor, as applicable, will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DFS to collect any amount that is not paid when due. Payments marked 'paid in full', or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. Additional terms relating to late fees and taxes are included in the Terms.

Billing by Distributor. If Subscriber purchases a Subscription Service from a Distributor, the Distributor will charge the Subscriber for the associated costs and applicable taxes (to the extent permitted by law; and DFS will collect payments from Distributor as described in the "Payment" section above. DFS reserves the right to suspend access to or terminate Subscription Services for nonpayment or late payment.

Cancellation. Either DFS or a Subscriber or Distributor, as applicable, can cancel a Subscription Service and/or this Agreement at any time with 30 days' prior written notice to the non-terminating party (such notice to be provided to DFS by email to (i) dfsdxsupport@doverfs.com for DFS DX subscriptions or (ii) support@avalan.com for AvaLAN subscriptions). For Distributors, the termination of this Agreement for any reason shall result in the automatic and immediate termination of all contracts for the provision of Subscription Services purchased through the Distributor. DFS does not provide refunds for partially rendered Subscription Services. In the event expiration, cancellation, or termination ("Termination") of this Agreement, if requested by Subscriber within 30 days of Termination, DFS shall make available to Subscriber all of Subscriber's data.

Nonstandard Subscription

"Nonstandard Subscription" subscriptions for temporary or testing situations including, but not limited to, demos, pilots, betas, labs, tradeshow. Nonstandard Subscription minimum term is for 90 days following the Subscription Start Date. Notwithstanding anything to the contrary herein or elsewhere, during the Nonstandard Subscription, either party may terminate this Agreement for any or no reason by delivery of written notice to the other party, provided that, in order to exercise this termination right, the terminating party must deliver the written notice of termination to the other party during the Nonstandard Subscription. THE SUBSCRIPTION SERVICE IS PROVIDED TO DISTRIBUTOR AND SUBSCRIBER STRICTLY ON AN "AS IS" BASIS.

Miscellaneous

Warranty and Limitation of Liability. DFS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE COMPLIANCE, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION SERVICE, OR ANY PART THEREOF, OR ANY OTHER GOODS, PRODUCTS, SERVICES OR SOFTWARE PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF DFS. DFS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SUBSCRIPTION SERVICE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; (B) THE SUBSCRIPTION SERVICE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (C) THE SUBSCRIPTION SERVICE WILL MEET THE DISTRIBUTOR'S OR SUBSCRIBER'S

REQUIREMENTS OR EXPECTATIONS; (D) ERRORS OR DEFECTS WILL BE CORRECTED; (E) THE SUBSCRIPTION SERVICE OR SERVER(S) THAT MAKE THE SUBSCRIPTION SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE SUBSCRIPTION SERVICE IS IN COMPLIANCE WITH ANY FEDERAL, STATE AND LOCAL LAWS, RULES OR ORDINANCES. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

NEITHER DFS NOR ANY OF ITS AFFILIATES OR THIRD-PARTY SUPPLIERS WILL BE LIABLE TO DISTRIBUTOR OR SUBSCRIBER, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF DATA, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BREACH OF CONTRACT, EXPECTATION DAMAGES, RELIANCE DAMAGES, LOSS OF PROFITS, GOODWILL, USE, OR DATA (EVEN IF DFS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT OR THE SUBSCRIPTION SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (III) UNAUTHORIZED ACCESS TO, OR LOSS, MISAPPROPRIATION OR ALTERATION OF DISTRIBUTOR'S OR SUBSCRIBER'S DATA/CONTENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR ELSEWHERE, THE CUMULATIVE LIABILITY OF DFS AND ITS AFFILIATES ARISING FROM OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR THE SUBSCRIPTION SERVICES SHALL NOT, IN THE AGGREGATE, EXCEED THE GREATER OF FIVE HUNDRED DOLLARS (\$500) OR THE CUMULATIVE AMOUNT PAID TO DFS BY THE SUBSCRIBER/DISTRIBUTOR UNDER THIS SUBSCRIPTION AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

Applicable Law. This Agreement will be interpreted and construed in accordance with the laws of (a) the State of Florida if Subscriber's or Distributor's invoiced place of business is in the U.S., Canada or Mexico; or (b) England and Wales if the Subscriber's or Distributor's invoiced place of business is outside the U.S., Canada or Mexico, in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction.

Content. Subscriber shall be solely responsible for all content that it publishes via, or otherwise provides for use with, Subscription Services, and any associated consequences. For sales by a Distributor, the Distributor shall, as between DFS and Distributor, be solely responsible for all content published via, or otherwise provided for use with, the Subscription Services by any Subscriber to which Distributor sells Subscription Services, and all associated consequences. Subscriber affirms, represents, and warrants that it owns or has the necessary licenses, rights, consents, and permissions to (i) publish content that it submits and (ii) use data, including but not limited to personal data, that it provides in connection with the setup and initialization of Subscription Services; and any Distributor signatory to this Agreement hereby acknowledges that it is obligated to include the aforementioned representation and warranty in each of its direct contracts with Subscribers for Subscription Services. To the extent permitted by the sovereign immunity limitations set forth in Section 768.28 Florida Statutes, Subscriber will defend, indemnify and hold DFS, its affiliates, and its and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities, judgments, costs and expenses of any nature whatsoever (including reasonable attorney fees) that arise from, relate to, are based upon or allege: (i) any claim that Licensee Data or any other data, information or content provided or made available by or on behalf of Subscriber, or use or disclosure thereof as contemplated hereunder, infringes any right of any party or violate any law, rule or regulation, or (ii) Subscriber's actual or alleged breach of this Agreement.

Technical Requirements and Hardware. Except as otherwise provided in this Agreement, any hardware provided by DFS hereunder is subject to a parts-only warranty and the Terms. DFS will retain ownership of any hardware device(s) included as a part of the Subscription Service(s) and will upgrade such hardware device(s) only as it deems necessary to enable the technological functionality of the Subscription Service(s). Failure to adhere to the Technical Requirements will not result in suspension of Periodic Charges. DFS is not responsible for any of Subscriber's or Distributor's malfunctioning equipment not covered under warranty.

General. Subscriber or Distributor, as applicable, shall promptly notify DFS upon any of the following changes: principal place of business, EIN or legal entity name. This Agreement shall supersede and replace all prior agreements, orders and

understandings, oral or written, between DFS and the signatory to this Agreement (whether Subscriber or Distributor) in its entirety.

Security. Subscriber shall, and shall ensure that all of its users, comply with all DFS rules and regulations and security restrictions in connection with use of the Subscription Service(s). If applicable, each user will be assigned a unique user identification name and password for access to and use of the Subscription Service(s) ("User ID"). Subscriber shall be solely responsible for ensuring the security and confidentiality of all User IDs provided to Subscriber. Subscriber acknowledges that Subscriber will be fully responsible for all liabilities incurred through use of any of Subscriber's User IDs and that any transactions under Subscriber's User IDs will be deemed to have been performed by Subscriber. Use of any User ID other than as provided in this Agreement shall be considered a breach of this Agreement by Subscriber. Subscriber must purchase a User ID for each unique User and acknowledge that User IDs may not be shared between Users.

Force Majeure. DFS shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar causes beyond DFS's control. Subscriber acknowledges that the performance of certain of DFS's obligations may require the cooperation of third parties designated by Subscriber and outside the control of DFS. In the event such third parties fail to cooperate with DFS in a manner that reasonably permits DFS to perform its obligations, such failures shall be considered as causes beyond the control of DFS for the purposes of this Section and shall not be the basis for a determination that DFS is in breach of any of its obligations under this Agreement or is otherwise liable. Either Party may terminate at its option this Agreement if any such situation continues for thirty (30) days and prevents the continued performance of this Agreement by the other Party.

Collection and Protection of Licensee Data. By executing this Agreement, Subscriber and Distributor, as applicable, consent(s) and agree(s) to the collection and use of information about Subscriber's and Distributor's use of Subscription Services (hereinafter "Licensee Data") in accordance, unless otherwise provided herein, with the privacy policy adopted by DFS and available on DFS's website, at <https://www.doverfuelingsolutions.com/privacy>, with the provisions therein applicable mutatis mutandis to Licensee Data collected in connection with the performance of this Agreement. Except as provided herein, or in the privacy policy, DFS will not sell, rent, or lease Subscriber's or Distributor's personally identifiable information (defined as information that can be used on its own or with other information to identify, contact or locate a single person or to identify an individual in context) to others, but may provide aggregated statistics, and sales and traffic patterns, that are anonymized, or site-specific pricing information, to third parties in exchange for compensation or to support, enhance or improve the Subscription Services. Distributor and Subscriber each consents and agrees that DFS may collect, use, transmit, process and maintain, and share, as described above, information related to Distributor's and Subscriber's account(s) and any registered devices or computers for the purposes of providing, supporting, enhancing or improving the Subscription Services. As such, DFS may collect technical data, including pricing data, aggregate statistics, sales, and traffic patterns related to or resulting from Distributor's or Subscriber's use of Services that may be used by DFS to support, improve and enhance the Subscription Services.

Use Restrictions. Subscriber will not, and Distributor will not, directly or indirectly: (i) use the Subscription Services other than its own internal business purposes; (ii) use or access the Subscription Services in violation of any applicable law, rule or regulation; (iii) sell, resell, license, lease, transfer, redistribute, assign or otherwise commercially exploit or make the Subscription Services available to any third party (except by Distributor as expressly permitted by DFS); (iv) send, store, submit or upload libelous, unlawful or tortious material on or to the Subscription Services; (v) send, store, submit or upload malicious or harmful code on or to the Subscription Services; (vi) save to the extent necessary for the operation of the Subscription Services, send, store, submit or upload any personal data or personal information on or to the Subscription Services; (vii) interfere with or disrupt the integrity or performance of the cloud environment where the Subscription Services is deployed; (viii) attempt to circumvent security restrictions or protocols for the cloud environment where the Subscription Services is deployed; (ix) duplicate or reverse engineer the Subscription Services, in whole or in part; (x) disclose the results of any benchmarking test; or (xi) remove or modify any proprietary markings or notices on the Subscription Services or other materials delivered by DFS in the performance of this Agreement.

Suspension of Access. DFS may, on written notice, suspend access to the Subscription Services without liability if: (i) DFS reasonably believes that the Subscription Services are being used in violation of this Agreement; (ii) Subscriber does not cooperate with reasonable investigation by DFS of any suspected violation of this Agreement; (iii) the Subscription Services,

Licensee Data or any Subscriber content are accessed or manipulated by a third party without Subscriber consent; (iv) DFS is required by law, or a regulatory or government body to suspend access to the Subscription Services; (v) if any invoiced amounts remain unpaid by Subscriber; or (vi) there is another event for which DFS reasonably believes that the suspension of access to the Subscription Services is necessary to protect the cloud environment in which Subscriber's instance of the Subscription Services is deployed.

Public Records Law. The DFS shall comply with the following requirements under Florida's Public Records Law if determined to be acting on behalf of the City under Section 119.001(2), Florida Statutes:

(i.) DFS shall keep and maintain public records required by the City to perform the service.

(ii.) Upon request from the City, DFS shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii.) DFS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the DFS does not transfer the records to the City.

(iv.) DFS shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the DFS or keep and maintain public records required by the City to perform the service. If the DFS transfers all public records to the City upon completion of the contract, the DFS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DFS keeps and maintains public records upon completion of the contract, the DFS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by DFS to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

IF DFS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

Acknowledgement:

The following minimum deployment requirements ("Additional Terms") apply to DX Promote and DX Monitor Subscription Services:

(i) Promote *DX Promote Minimum Environment Requirements*;

(ii) Monitor: *DX Monitor Minimum Environment Requirements*

(iii) *DX Fleet: DX Fleet Spec Sheet*;

(iv) *Phoenix SQL: Phoenix SQL Spec Sheet*; and

(v) *Phoenix SQL Lite: Phoenix SQL Lite Spec Sheet*.

The Additional Terms are incorporated herein by reference. By signing below, I acknowledge that I am agreeing to the terms set forth in this Agreement (including, without limitation, the Terms and Additional Terms) on behalf of Subscriber or Distributor (as applicable). I also confirm that every applicable site location deploying the Subscription Service(s) does already or will meet the minimum site deployment requirements prior to deploying the Subscription Service(s).

Rev. 28 November 2022

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Subscriber or Distributor: _____

By: B.H. _____

Signature of Authorized Representative for Subscription
Barbara Hernandez

Printed Name
City Manager

Title

	<p>Exhibit A – Site Location</p> <p>For any questions about your subscription agreement, contact a representative at (i) global.saasopssupport@doverfs.com for DFS DX subscriptions or (ii) support@avalan.com for AvaLAN MNSP subscriptions. For any questions about payment and billing contact a representative at Db_s_na_ar_inquiries@dovercorp.com. Thank you.</p>
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Site Location Information (site name and location that Subscription Service(s) will be deployed at)

Site Name:	Public Works Facility
Address:	6100 NW 99 Avenue
City:	Doral
State:	FL
Zip:	33178
Country:	USA
MNSP (Managed Network Service Provider.):	
Fuel Brand:	
# Of Dispensers:	6

User Access: List Subscription Service Users Requiring Access

Enter the initial person or people from the Subscriber’s organization and/or the nominated distributor/ASO who will require access and training with the subscribed solutions (e.g. training and access to DX Promote or DX Monitor or AvaLAN MNSP).

First Name	Last Name	Corresponding Company Email Address	Phone Number
Martin	Cevallos	Martin.Cevallos@cityofdoral.com	305593-6740 ext 6029
<u>Kyle</u>	<u>Abraham</u>	Kyle.Abraham@cityofdoral.com	<u>3055936725 ext 1711</u>

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RESOLUTION No. 22-178

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ADOPT THE SOURCEWELL CONTRACT No. 092920-DVR AND PURCHASE AN OPW FUEL MANAGEMENT SYSTEM FROM PETRO SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$59,141.98; AUTHORIZING THE CITY MANAGER TO ADOPT THE SOURCEWELL CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; AND AUTHORIZING A BUDGET TRANSFER OF \$59,141.98 FROM ACCOUNT No. 001.80005.500633 TO ACCOUNT No. 001.80005.500640 TO PROVIDE SUFFICIENT FUNDING FOR THIS EFFORT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Public Works Department (PWD) seeks to procure new automatic fuel management system; and

WHEREAS, the PWD has chosen OPW products because they are the one of top brand on the market and are known for their equipment quality; and

WHEREAS, OPW through their Distributor Petro Solutions have provided the PWD with quote based on the Sourcewell contract No. 092920-DVR to provide the City with the most favorable prices and best service; and

WHEREAS, pursuant to Section 2-322, staff respectfully requests that the Mayor and the City Councilmembers authorize the City Manager to adopt a Sourcewell contract No. 092920-DVR through their distributor Petro Solutions for the purchase of a Fuel Management System in an amount not to exceed \$59,141.98; and

WHEREAS, Petro Solutions proposal includes permit fees up to \$550.00 and any permit fees in excess of \$550.00 will be reimbursed accordingly; and

WHEREAS, staff respectfully requests authorization for the City Manager to transfer \$59,141.98 available in the Public Works Fund Account No.

001.80005.500633 to Account No. 001.80005.500640 to provide sufficient funding for these effort.

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

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

Section 2. Approval. The purchase of the OPW Fuel Management System through their Distributor Petro Solutions in an amount not to exceed \$59,141.98 as to form and legality by the City Attorney, and the transfer of \$59,141.98 available in the Public Works Fund Account No. 001.80005.500633 to Account No. 001.80005.500640 to provide sufficient funding for this effort is hereby approved.

Section 2. Authorization. The City Manager is authorized to adopt the Sourcewell Contract and expend budgeted funds on behalf of the City in furtherance hereof.


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 provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

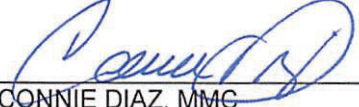
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of September, 2022.



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