

**B V OIL COMPANY, INC.  
7950 NORTHWEST 58<sup>TH</sup> STREET  
DORAL, FLORIDA 33166**

November 10, 2015

City of Doral  
8401 Northwest 53<sup>rd</sup> Terrace  
Doral, Florida 33166

Attention: Mr. Rudy de la Torre  
Interim PW Director

Reference: Gasoline, Bio-Diesel and Diesel Fuel Contract RFB 60000000705  
Pump Station G-420, NW 5<sup>th</sup> Street and North River Drive, Miami, Florida  
33142

Gentlemen,

BV Oil Company agrees to sell and deliver and City Of Doral agrees to purchase and receive the above referenced products in accordance with the terms and conditions outlined in The South Florida Water Management District RFB No. 60000000705 Award Date 7/15/2015 accompanying this contract This agreement commences upon execution by representatives from both parties and continues for one year with 30 day written notice for termination. This agreement shall automatically extend unless one of the parties opts out with 30 days written notice. Where the contract between BV Oil and SFWMD refers to SFWMD it shall be replaced with the City of Doral; delivery address 6100 NW 99<sup>th</sup> Avenue Doral, Florida 33155. While E-10 gasoline is not awarded on this contract, we will honor the same pricing as the awarded diesel pricing.

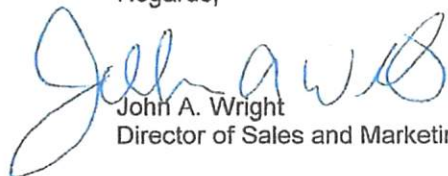
All other terms and conditions of the aforementioned RFB/Award shall apply. The delivery cost for the products is \$.0550/gallon over OPIS Daily Rack Average via tank wagon. City Of Doral will also have priority deliveries, and the option during times of emergencies to fuel City vehicles at the BV Oil Facility located at 7950 Northwest 58<sup>th</sup> Street Doral, Florida 33166.

Please affirm by executing below and returning this document to [johnw@bvoil.com](mailto:johnw@bvoil.com)

Point of Contact Rudy de la Torre e-mail address rudy.delatorre@cityofdoral.com  
Telephone No. 305-593-6705 Fax \_\_\_\_\_

We look forward to conducting business with you.

Regards,

  
John A. Wright  
Director of Sales and Marketing



**AGREEMENT BETWEEN  
THE CITY OF DORAL, FLORIDA  
AND  
BV OIL COMPANY, INC.**

This Agreement made and entered into this 2<sup>nd</sup> day of December, 2015, by and between the City of Doral, Florida, a municipal corporation of the State of Florida ("City") and BV Oil Company, Inc. ("Contractor") having its place of business at 7950 NW 58<sup>th</sup> Street, Doral Florida 33166, for the provision of fuel for City vehicles ("Agreement").

**WHEREAS**, BV Oil Company, Inc., has an active agreement with the South Florida Water Management District (Agreement No. 4600003324), dated September 14, 2015, which was competitively entered into in a manner consistent with Chapter 2 of the City Code; and

**WHEREAS**, on December 2, 2015 the City Council adopted Resolution No. 15-240 authorizing the City Manager to enter into an agreement with BV Oil Company, Inc., for the purchase and delivery of fuels at reduced rates for the City's vehicles and equipment, based on the South Florida Water Management District's fuel contract with BV Oil Company, Inc., for a period of one (1) year with the option to renew for two (2) one (1)-year periods in an amount not to exceed the departmental budgeted amount.

**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 and BV Oil Company, Inc., agree on the provision of fuel for City vehicles and equipment, based on the South Florida Water Management District's fuel contract with BV Oil Company, Inc., for a period of one (1) year with the option to renew for two (2) one (1)-year periods in an amount not to exceed the departmental budget.

**EXCEPT AS PROVIDED HEREIN**, all other terms, pricing and conditions are subject to South Florida Water Management District (Agreement No. 4600003324).

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

WITNESSES:

*Mary Cardoso*  
*Silvia Bonet*  
Name: SILVIA BONET  
*MARY CARDOSO*

BV Oil Company, INC.:

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: JOHN A. WRIGHT  
DIRECTOR SALES / MKTG

ATTEST:

*[Signature]*  
\_\_\_\_\_  
Connie Diaz, City Clerk

CITY OF DORAL

By: *[Signature]*  
\_\_\_\_\_  
Edward A. Rojas, City Manager

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

*[Signature]*  
\_\_\_\_\_  
Weiss, Serota, Helfman, Cole, & Bierman, PL  
City Attorney



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**PRICE AGREEMENT AWARD NOTIFICATION**

**TO:** BV Oil Co. Inc.  
P.O. Box 667568  
Doral, FL 33166

**DATE:** September 14, 2015

**VENDOR NUMBER:** 105364

**AGREEMENT NUMBER:** 4600003324

**BID/QUOTE NUMBER:** 6000000705

**Title:** Diesel, No. 2, Ultra Low Sulfur, Red Dye, Off-Road

**Effective Agreement Period:**  
09/15/2015 – 09/14/2016

**District Contact:** Kari Hansen  
**Telephone:** 561-682-6757

**Note:** Optional Extension Periods –  
Two (2) 12 Month Periods  
(09/15/2016 – 09/14/2017)  
(09/15/2017 – 09/14/2018)

**Vendor Contact:** Mary Cardoso  
**Telephone:** 305-593-0705  
**Vendor Contact:** John Wright  
**Cell:** 305-297-2588  
**Fax:** 305-591-1769

**Delivery:** Tanker/Metered Tank Wagon  
**Special Instructions:** None

**COMMODITIES/SERVICES**

<u>District Code</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
100001	Fuel, Diesel #2, Ultra Low Sulfur, Red Dye, Off-Road	Gal	Fluctuate

**Delivery Locations (2):**

G-420	S-361
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**NOTE:** This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order. The District is an agency of the State of Florida and is considered an essential customer.

June 16, 2015

## Bid Tabulation: RFB No. 6000000705

	CO. NAME	B. V. OIL	Pro Energy LLC	PALMDALE OIL	SSI Lubricants, LLC
	LOCATION	Fixed Price Increment (+)	Fixed Price Increment (+)	Fixed Price Increment (+)	Fixed Price Increment (+)
1	S-13	\$0.02500	NON-RESPONSIVE	\$0.00870	\$0.00950
2	S-9/S9A	\$0.02100	***	\$0.00870	\$0.01200
3	S-140	\$0.02500	***	\$0.01160	\$0.02100
4	S-8	\$0.02690	***	\$0.01530	\$0.02100
5	G-404	\$0.02590	***	\$0.01530	\$0.02100
6	S-331	\$0.02810	***	\$0.02430	\$0.02500
7	S-332D	\$0.02810	***	\$0.02430	\$0.03300
8	S-332B	\$0.02800	***	\$0.02430	\$0.03300
9	S-356	\$0.02800	***	\$0.02430	\$0.02100
10	S-332C	\$0.02800	***	\$0.02430	\$0.02800
11	S-25B	\$0.03100	***	\$0.10130	\$0.02400
12	S-26B	\$0.03100	***	\$0.10130	\$0.02400
13	G-420 (TIE)	\$0.05500	***	\$0.20260	\$0.05500
14	G-422	\$0.03100	***	\$0.10160	\$0.02500
15	S-357	\$0.03280	***	\$0.02690	\$0.02900
16	S-4	\$0.04700	***	\$0.03290	\$0.03750
17	S-127	\$0.06100	***	\$0.04630	\$0.06400
18	S-131	\$0.23900	***	\$0.23020	\$0.08900
19	S-129	\$0.23150	***	\$0.04630	\$0.06400
20	G-349A	\$0.74590	***	\$0.25020	\$0.28000
21	G-409	\$0.74590	***	\$0.07990	\$0.06400
22	G-349C	\$0.74290	***	\$0.25020	\$0.28000
23	G-508	\$0.14070	***	\$0.03190	\$0.03700
24	S-135	\$0.59810	***	\$0.04690	\$0.04750
25	S-133	\$0.05670	***	\$0.04690	\$0.04900
26	S-2	\$0.03490	***	\$0.01930	\$0.02100
27	S-5A	\$0.03900	***	\$0.01830	\$0.02700
28	S-3	\$0.03110	***	\$0.02730	\$0.02700
29	S-6	\$0.02910	***	\$0.02430	\$0.02700
30	S-7	\$0.02910	***	\$0.01630	\$0.01800
31	G-310	\$0.03330	***	\$0.02430	\$0.02700
32	G-335	\$0.05100	***	\$0.02630	\$0.02850
33	G-337	\$0.04100	***	\$0.07810	\$0.03800
34	S-319	\$0.05870	***	\$0.01930	\$0.02250
35	S-362	\$0.05870	***	\$0.01930	\$0.02800
36	S-361	\$0.05870	***	\$0.12990	\$0.09100
37	G-370	\$0.03100	***	\$0.01930	\$0.02100
38	G-372	\$0.02890	***	\$0.02130	\$0.02600
39	G-434	\$0.02890	***	\$0.02430	\$0.02600
40	G-435	\$0.09380	***	\$0.09750	\$0.06750
41	G-436	\$0.02587	***	\$0.02130	\$0.03150
42	G-700	\$0.69810	***	\$0.41990	\$0.60000
43	S-382	\$0.08900	***	\$0.04130	\$0.05350
44	S-488	\$0.68170	***	\$0.03730	\$0.05900
45	S-487	\$0.68170	***	\$0.03730	\$0.05900

Line 13: Tie goes to BV Oil

**RESOLUTION No. 15-240**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH BV OIL COMPANY, INC., SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, VIA THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT NO. 4600003324, FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO RENEW FOR TWO (2) ONE (1) YEAR PERIODS, FOR THE PROVISION OF FUELS FOR THE CITY'S FLEET AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED THE DEPARTMENTAL BUDGETED AMOUNTS; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, since the inception of the original agreement (approved by Resolution No. 13-59), BV Oil Company, Inc., has been providing fuels for City of Doral (the "City") vehicles and equipment in a satisfactory manner and on-schedule deliveries, further agreeing to provide the City of Doral with priority fuel deliveries and in-house fueling during emergencies and Hurricane events; and

**WHEREAS**, on June 9, 2015, City Council approved Resolution No. 15-114, extending the agreement for a period of six (6) months; and

**WHEREAS**, the six (6) month agreement extension expires on December 9, 2015; and

**WHEREAS**, section 2-322 of the City Code authorizes the City Manager to enter into bids or contracts entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedure outlined in this article; and

**WHEREAS**, BV Oil Company, Inc., has an active agreement with the South Florida Water Management District (Agreement No. 4600003324), dated September 14, 2015, which was competitively entered into in a manner consistent with Chapter 2 of the City Code; and

**WHEREAS**, pursuant to Section 2-322, City staff has recommended the City to utilize the South Florida Water Management District's fuel contract with BV Oil Company, Inc., for the purchase and delivery of fuels at reduced rates not to exceed departmental budgeted amounts, in an effort to continue the provision of fuels for the City's fleet and equipment in a timely and cost efficient manner and to preserve priority fuel deliveries during emergency situations.

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

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

**Section 2. Approval.** Pursuant to section 2-322 of the City Code, the procurement of fuels for City vehicles and equipment from BV Oil Company, Inc., via South Florida Water Management District Agreement No. 4600003324, in amount not to exceed departmental budgeted amounts, is hereby approved, subject to the conditions specified herein. This approval, in and of itself, does not create any contractual rights with BV Oil Company, Inc.

**Section 3. Authorization.** The City Manager is authorized to enter into an agreement with BV Oil Company, Inc., subject to the conditions stated herein and the approval of the City Attorney as to form and legal sufficiency, for the procurement of fuels

for City Vehicles and equipment for a period of one (1) year, with the option to renew for two (2) one (1)-year periods, and to expend budgeted funds in furtherance hereof.

**Section 4. 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 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 2 day of December, 2015

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

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

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

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY



**RESOLUTION No. 15-114**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE PROVISION OF FUEL FOR CITY VEHICLES BY BV OIL COMPANY, INC., ON A MONTH TO MONTH BASIS UNDER THE SAME TERMS AND CONDITIONS AS THE EXISTING AGREEMENT PER RESOLUTION NO. 13-59, FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS AND IN AN AMOUNT NOT TO EXCEED THE DEPARTMENTAL BUDGET; AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION OF THE AGREEMENT AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENT APPROVED HEREIN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on June 12th, 2013, City Council adopted Resolution No. 13-59, authorizing the City Manager to enter into a two (2) year agreement with BV Oil Company, Inc., for the provision of fuel for City vehicles pursuant to City Code Section 2-322 and recognizing that this agreement is based on the existing agreement between BV Oil Company, Inc. and the South Florida Water Management District that was competitively entered into in a manner similar to that set forth in Chapter 2, Article V of the City Code (the "Agreement"); and

**WHEREAS**, since the inception of the agreement by Resolution No. 13-59, BV Oil has provided services to the City of Doral (the "City") in a satisfactory manner and on-schedule, further agreeing to provide the City of Doral with priority fuel deliveries during emergencies and hurricane events; and

**WHEREAS**, the Agreement expires on June 12, 2015; and

**WHEREAS**, due to time constraints associated with the procurement of a new agreement, and in an effort to continue to provide fuel for the City's fleet in a timely and cost efficient manner, staff has recommended an extension of the existing agreement

between the City of Doral and BV Oil Company Inc. on a month to month basis under the same terms and conditions of the existing agreement for a period not to exceed six (6) months in an amount not to exceed the departmental budget.

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

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

**Section 2. Approval.** The extension of existing agreement between the City of Doral and BV Oil Company, Inc., which is based on the agreement with South Florida Water Management District, for the provision of fuel for City vehicles on a month to month basis under the same terms and conditions of the existing agreement for a period not to exceed six (6) months in an amount not to exceed the departmental budget is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute an extension of the Agreement, subject to approval by the City Attorney as to form and legal sufficiency, and expend budgeted funds on behalf of the City.

**Section 4. 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 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

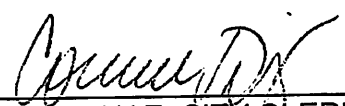
The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes


PASSED AND ADOPTED this 9 day of June, 2015.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE  
OF THE CITY OF DORAL

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF DORAL, FLORIDA  
AND  
BV OIL COMPANY, INC.**

This First Amendment to the Agreement made and entered into this 9 day of JUNE 2015, by and between the City of Doral, Florida, a municipal corporation of the State of Florida ("City") and BV Oil Company, Inc. ("Contractor") having its place of business at 7950 NW 58<sup>th</sup> Street, Doral Florida 33166, for the provision of fuel for City vehicles ("First Amendment").

**WHEREAS**, the City and Contractor, entered into an agreement for the provision of fuel for City vehicles as per Resolution No. 13-59 dated January 12, 2013 for a period of two (2) years.

**WHEREAS**, the agreement is based on the existing agreement between BV Oil Company, Inc., and the South Florida Water Management District; and

**WHEREAS**, the existing Resolution No. 13-59 for the provision of fuel for City vehicles by BV Oil Company, Inc., expires in June 12, 2015; and

**WHEREAS**, the existing agreement between the City of Doral and BV Oil Company will be extended on a month to month basis for a period not to exceed six (6) months in an amount not to exceed the departmental budget.

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

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

Section 2. Amendments. The City of Doral and BV Oil Company, Inc., agree on the provision of fuel for City vehicles on a month to month basis for a period not to exceed six (6) months in an amount not to exceed the departmental budget.

**EXCEPT AS PROVIDED HEREIN**, all other terms, pricing and conditions are subject to South Florida Water Management District agreement.

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

WITNESSES:

Mary Cardoso  
Name: Mary Cardoso

BV Oil Company, INC.:

By: [Signature]  
Name: JOHN A WRIGHT  
Title: MOB SALES MKTG

ATTEST:

[Signature]  
Connie Diaz, City Clerk

CITY OF DORAL

By: [Signature]  
Edward A. Rojas, City Manager

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

[Signature]  
Weiss, Serota, Helfman, Cole, & Bierman, PL  
City Attorney