



**REGULAR CITY COMMISSION MEETING
WORKSHOP
451 Third Street, NW
Winter Haven, Florida 33881
Monday, September 26, 2011
6:30 PM**

1. **CALL TO ORDER**
2. **INVOCATION** - None
3. **PLEDGE OF ALLEGIANCE** - None
4. **PRESENTATION**
 - A. Southeast Park Focus Group Summary and Recommendation for Site Program – Bruce Hall, AECOM (Workshop Only)
5. **ROLL CALL** Dorothy Johnson, City Clerk
6. **MINUTES**

September 12, 2011 Regular City Commission Workshop
September 12, 2011 Regular City Commission Meeting
7. **MAYOR'S STATEMENT**
8. **ORDINANCES - SECOND READING - PUBLIC HEARING ON AD VALOREM TAX MILLAGE RATE AND FISCAL YEAR 2011-2012 BUDGET**
 - A. Ordinance O-11-23 - Adopting the Millage Rate for Fiscal Year 2011-2012 at 5.7900 Mills
 - B. Ordinance O-11-24 - Adopting the Budget for Fiscal Year 2011-2012 in the amount of \$78,444,660
9. **ORDINANCES - SECOND READING** - None
10. **CONSENT AGENDA**
 - A. Gasoline/Diesel Fuel Annual Contract with Fleetwing Corporation (Lakeland, FL)
11. **REQUEST TO BE HEARD FROM GENERAL PUBLIC** - None
12. **RESOLUTIONS** - None
13. **ORDINANCES – FIRST READING** - None
14. **NEW BUSINESS** - None

15. **ADJOURNMENT**

NOTE: Individuals may provide comments during Commission Work Sessions when recognized by the Mayor subject to the same time limit imposed during regular meetings.

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.



REGULAR CITY COMMISSION MEETING
451 Third Street, NW
Winter Haven, Florida 33881
Monday, September 26, 2011
7:30 PM

1. **CALL TO ORDER**

2. **INVOCATION** Rev. Alan Ford, Abiding Savior Lutheran Church

3. **PLEDGE OF ALLEGIANCE** Dorothy Johnson, City Clerk

4. **PRESENTATIONS**

A. Senior Citizen Day – Glenda Jones, Executive Director, Neighborhood Services Center

B. Customer Services Recognition Week – Debbie Murphy, UA/FS Division Director

C. Veterans and Community Employment Fair Day – Kathy Suttles and Mike Mason, Polk Works

D. 2011 Brotherhood Ride – Tony Jackson, Fire Chief

5. **ROLL CALL** Dorothy Johnson, City Clerk

6. **MINUTES**

September 12, 2011 Regular City Commission Workshop
September 12, 2011 Regular City Commission Meeting

7. **MAYOR'S STATEMENT**

8. **ORDINANCES - SECOND READING - PUBLIC HEARING ON AD VALOREM TAX MILLAGE RATE AND FISCAL YEAR 2011-2012 BUDGET**

A. Ordinance O-11-23 - Adopting the Millage Rate for Fiscal Year 2011-2012 at 5.7900 Mills

B. Ordinance O-11-24 - Adopting the Budget for Fiscal Year 2011-2012 in the amount of \$78,444,660

9. **ORDINANCES- SECOND READING** - None

10. **CONSENT AGENDA**

A. Gasoline/Diesel Fuel Annual Contract with Fleetwing Corporation (Lakeland, FL)

Regular City Commission Meeting
September 26, 2011

11. **REQUEST TO BE HEARD FROM GENERAL PUBLIC**

- A. Eddy Twyford
- B. Jeff Hancock

12. **RESOLUTIONS** - None

13. **ORDINANCES – FIRST READING** – None

14. **NEW BUSINESS** - None

15. **CITY COMMISSIONERS/LIAISON REPORTS**

A. **City Commissioners**

Jamie Beckett

Affordable Housing Advisory Committee
Airport Advisory Committee
Polk Transit Authority (PTA)*
Tourist Development Council*
Winter Haven Area Transit*

Nat Birdsong

Board of Adjustment
General Pension
Lakes Advisory
Transportation Planning Organization (TPO)*

Steven Hunnicutt

Fire Pension
Police Pension
Winter Haven Area Transit *
Transportation Planning Organization (TPO)*

JP Powell

Central Florida Regional Planning Council *
Library Board
Planning Commission
Ridge League of Cities*
Urban Forestry Advisory Committee

Jeff Potter

Main Street
Risk Management
Tourist Development Council Sports & Special Events
Transportation Planning Organization (TPO)*
Winter Haven Housing Authority

*OTHER AGENCIES



- B. **City Attorney**
- C. **City Manager**
- D. **Assistant to the City Manager**
- E. **City Clerk**

Regular City Commission Meeting
September 26, 2011

16. **DEVELOPMENTS OF NOTE**
17. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA**
18. **COMMENTS FROM THE AUDIENCE**
19. **ADJOURNMENT**

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
September 12, 2011**

DATE: August 23, 2011
TO: Honorable Mayor and City Commissioners
VIA: Dale L. Smith, City Manager 
FROM: Cal Bowen, Financial Services Director 
SUBJECT: Ordinance O-11-23 - Adopting the Millage Rate for FY 2011-2012
at 5.7900 Mills

BACKGROUND:

As part of the annual budget process, each September the City Commission establishes the ad valorem millage rate for the ensuing fiscal year. The millage rate must be established by ordinance and have a public hearing at each of the two readings of the ordinance. The ordinance must be read in its entirety at each public hearing. The first substantive issue discussed at the hearing shall be the percentage increase in millage over the rolled-back rate, if any, and the specific purposes for which the additional proceeds are to be used.

The FY 2011-2012 Budget was balanced at a millage rate of 5.7900 mills, which is 6.99% below the roll-back rate of 6.2252 mills.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-11-23.

ATTACHMENT:

Ordinance O-11-23

ORDINANCE NO. O-11-23

AN ORDINANCE ADOPTING MILLAGE RATE TO PROVIDE SUFFICIENT FUNDS FOR PROJECTED EXPENDITURES OF THE 2011-2012 FISCAL YEAR BUDGET OF THE CITY OF WINTER HAVEN, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven strives to provide a level of service consistent with the express desires and demands of its citizens; and

WHEREAS, it is necessary that taxpayers of Winter Haven also be willing to share the common expenses of said services, and to provide funds therefore.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA AS FOLLOWS:

Section 1. The millage levy for Fiscal Year 2011-2012 is hereby set at a rate of 5.7900 mills.

Section 2. Property taxes are decreased 6.99% lower than the rolled-back rate of 6.2252 mills.

Section 3. This Ordinance shall take effect on October 1, 2011.

INTRODUCED AND PASSED on first reading this 12TH day of September, 2011.

INTRODUCED AND PASSED on second reading this 26th day of September, 2011.

CITY OF WINTER HAVEN, FLORIDA

Mayor-Commissioner

ATTEST:

City Clerk


Approved as to form:


City Attorney

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
September 12, 2011

DATE: August 23, 2011

TO: Honorable Mayor and City Commissioners

VIA: Dale L. Smith, City Manager 

FROM: Calvin Bowen, Financial Services Director 

SUBJECT: Ordinance O-11-24 - Adopting the Budget for Fiscal Year 2011-2012 in the amount of \$78,444,660

BACKGROUND:

State Statute 166.241 requires all municipalities in Florida to adopt an annual budget. It must have two public hearings and be adopted by ordinance, which must be read in its entirety at both hearings.

The administration prepared a tentative budget which was delivered to the City Commission July 14, 2011. A Budget Workshop was held July 20, 2011.

Ordinance O-11-24 appropriates \$78,444,660 for funding of the FY 2011-2012 Budget and adopts by reference the Proposed Budget as the final Budget for FY 2011-2012.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-11-24.

ATTACHMENT:

Ordinance O-11-24
Postscript

ORDINANCE NO. O-11-24

AN ORDINANCE MAKING APPROPRIATIONS OF FUNDS FOR DEFRAYING THE EXPENSES OF THE MUNICIPAL GOVERNMENT OF THE CITY OF WINTER HAVEN FOR FISCAL YEAR, 2011-2012, ADOPTING THE BUDGET OF THE CITY OF WINTER HAVEN, FLORIDA, FISCAL YEAR COMMENCING OCTOBER 1, 2011, AS THE OFFICIAL BUDGET OF THE CITY OF WINTER HAVEN, FLORIDA, FISCAL YEAR 2011-2012 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, estimates have been made by the City Manager of the City of Winter Haven as presented in the Budget of the City of Winter Haven, Florida, Fiscal Year commencing October 1, 2011, showing that the sum of \$78,444,660 will be required for defraying the expenses of maintaining the government of the City of Winter Haven, Florida for the Fiscal Year 2011-2012, and,

WHEREAS, the Budget of the City of Winter Haven, Florida, Fiscal Year commencing October 1, 2011, anticipates sufficient revenues to fund projected expenditures of \$78,444,660.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA;

1. The sum of \$78,444,660 is hereby appropriated out of all the various revenues accruing to the City of Winter Haven and set aside for the purpose of paying the expenses of and maintaining the government of the City of Winter Haven for Fiscal Year 2011-2012.
2. The Budget of the City of Winter Haven, Florida, Fiscal Year commencing October 1, 2011 on file in the Office of the City Clerk, is hereby adopted by reference as the official budget of the City of Winter Haven, Florida, for Fiscal Year 2011-2012.
3. This Ordinance shall take effect October 1, 2011.

INTRODUCED AND PASSED on first reading this 12TH day of September, 2011

INTRODUCED AND PASSED on second reading this 26^d day of September, 2011

CITY OF WINTER HAVEN, FLORIDA

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form:

City Attorney

POSTSCRIPT

Subsequent to submittal of the Transmittal Letter and Proposed Budget to the City Commission on July 14, 2011 and prior to the approval of the final budget the following changes were made:

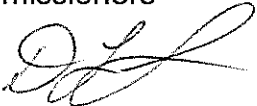
1. The employee merit and sick leave buyback programs were added to the proposed budget at a total cost of \$506,896.
2. A fourth prison work crew was added to the Landscape Maintenance Budget in the General Fund at a cost of \$60,000.
3. The Library Fund Budget was increased \$10,000 to fund the Central Park Stroll.
4. The "Uniform" line item in the General Fund Fire Department budget was reduced \$32,000 as a result of the Department re-evaluating the number of uniforms needed in FY 2012.
5. The Life/Health line item in the General Fund Planning Department cost center was reduced \$5,683 due to the transfer of an employee to the Utility Fund.
6. General Pension Plan costs were reduced \$20,848 in the Motor Pool Fund to accommodate an employee entering DROP.
7. The Utility Fund Budget was increased \$50,000 for a sewer line GPS system. An outside contractor is budgeted at \$29,200 with \$20,800 transferred to the Internal Services Fund to pay the salary expense of Information Technology Interns who will provide data entry services for the project.
8. The Florence Villa and Downtown CRA Fund revenue budgets were each increased \$981 in the ad valorem tax line item as a corrected calculation.
9. Utility Fund pension and salary expense line items were reduced \$18,977 due to the termination of an employee.
10. The Chain of Lakes cost center budget in the General Fund was increased \$2,950 to provide funding for a maintenance contract which was omitted from the original budget request.
11. General Fund revenues were increased \$7,500 to reflect the potential for an agreement with the Winter Haven Housing Authority for a payment in lieu of property taxes.
12. The General Fund expenditure budget was increased \$46,580 to provide a transfer to the Cemetery Fund for the construction of a fence at the Chris Brown Cemetery. The Cemetery Fund budget was increased both in the revenue and expenditure sections for this project. The Lake Maude Cemetery fence will be funded in the Community Development Block Grant Fund at a cost of \$20,000 in FY 2012 and \$20,000 in FY 2013.


13. The Public Information/Marketing cost center expenditures in the General Fund were increased \$8,000 for the Centennial Gala. The Gala was budgeted in FY 2011 but the expenditure will not occur until FY 2012.
14. General Fund revenues and expenditures were reduced \$71,658 in the FY 2012 Budget as a result of two Police Department grants for radios being completed in FY 2011.
15. The FY 2012 Solid Waste Fund expenditures budget was increased \$24,134 for the construction of dumpster enclosures. The construction was budgeted in FY 2011 but will not occur until the following year.
16. As a result of the anticipated refunding of the 2002 Sales Tax Bonds, the debt service expense in three funds was reduced \$67,386 (DT CRA \$37,062; FV CRA \$10,108; Library \$20,216). The General Fund transfer to the Library Fund was reduced \$20,216 as a result of the debt payment reduction. The General Fund transfer to the Debt Service Fund was reduced \$47,170 as a result of the reduction in debt costs in the two CRA Funds.
17. A police officer position was added to the Police Department budget (\$58,173) to serve as a school resource officer at the New Beginnings School. The Polk County School Board will fund \$45,427 of the cost which results in an increase of General Fund revenues. The offsetting \$12,746 was budgeted as a lag factor in the Police Department budget.
18. Due to the scheduled closing of the Special Revenue Fund, the Police Department budget will reflect towing and impounding vehicle costs. The General Fund expenditure and revenue budgets were increased \$30,000.
19. Final insurance premium costs were obtained subsequent to the submittal of the proposed FY 2012 Budget. Workers Compensation cost for all Funds was reduced \$100,146 and Property, Auto and Liability cost was increased \$62,889. Budget adjustments were made to Funds to reflect these changes.
20. The annual contribution from the Downtown CRA to Main Street was increased \$15,000. The total contribution to Main Street is \$30,000.

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
September 26, 2011

DATE: September 12, 2011

TO: Honorable Mayor and City Commissioners

VIA: Dale L. Smith, City Manager 

FROM: Deric C. Feacher, Assistant to the City Manager/Support Services Director 
Al Holmes, Fleet & Facilities Maintenance Division Director

SUBJECT: Gasoline/Diesel Fuel Annual Contract with Fleetwing Corporation
(Lakeland, FL)

BACKGROUND:

The City maintains a contract with a qualified vendor to deliver transport trailer loads of gasoline and diesel fuel on an as-needed basis to the Central Garage Complex for use in all City vehicles/equipment. Smaller tank-wagon loads are delivered to various City facilities such as Water and Wastewater plants, Fire Station and Police Station for use in stand-by generator sets.

The contract with the current vendor, Fleetwing Corporation (Lakeland, FL) was approved by the City Commission April 12, 2010. The contract was for one year with four one-year renewals.

The contractor is required to use daily Port of Tampa posted rack pricing as a basis for pricing fuel, then add a fixed-fee for delivery. The fixed-fee is the delivery cost added by the contractor to each gallon of fuel.

Based on prior history we expect to purchase approximately 175,000 gallons of gasoline and 130,000 gallons of diesel fuel during the coming year. We also use approximately 10,000 gallons of off-road diesel in stationary generators.

When the bid was awarded, the delivery price for gasoline was \$2.04 per gallon and diesel fuel was \$2.08. Off-road diesel was \$2.14 delivered at that time. We expected to spend no more than \$650,000 for fuel based on the cost per gallon during the contract period in FY 2010/2011. However, fuel is currently double the cost it was at time of award and actual expenditures are 33% higher than in last fiscal year's budget.

Based on current and past consumption levels, and current and anticipated fuel cost, Fleet Maintenance has proposed a fuel budget of \$910,000 for FY2012.

RECOMMENDATION:

Staff recommends the City Commission approve an increase in the contract amount to Fleetwing Corporation (Lakeland, FL) for a new annual amount of \$910,000 for the current contract period and the remaining three renewals.

ATTACHMENTS:

Invitation to Bid 10-04
Bid Tabulation Sheets for ITB 10-04
Corrected Price Sheets
Purchase Order – 4/27/2010
Purchase Order – 10/1/2010
Purchase Order – 6/16/2011

LEGAL ADVERTISEMENT

INVITATION TO BID
ITB-10-04

The City of Winter Haven, Florida will receive sealed bids until 2:00 P.M., February 11, 2010, at the office of the Procurement Services Division, 401 6th St. SW, Winter Haven, Florida 33880, for the following:

“Annual Contract to furnish Mid-Grade Unleaded Gasoline and Diesel Fuel to the City of Winter Haven”.

The products specified shall be furnished in accordance with the Invitation To Bid, Specifications, Terms and Conditions, and any other documents prepared for this bid.

Prospective bidders may obtain copies of the Invitation To Bid from the following website:
www.mywinterhaven.com/fin/procurement_services.htm#BIDS

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN

Bob Bishop
Procurement Services Division Director

Advertise: January 20, 2010

WINTER HAVEN

The Chain of Lakes City

January 15, 2010

INVITATION TO BID ITB-10-04

Sealed Bids marked "**SEALED BID – ANNUAL CONTRACT – GASOLINE /DIESEL FUELS**" will be received by the City of Winter Haven until **2:00 P.M., February 11, 2010**, at the office of the Procurement Services Division, 401 6th St. SW, Winter Haven, Florida 33880, for the following:

“Annual Contract to furnish Mid-Grade Unleaded Gasoline and Diesel Fuel to the City of Winter Haven”.

At that time, bids will then and there be publicly opened and read aloud in the Procurement Services Office.

The products specified shall be furnished in accordance with the Invitation To Bid, Specifications, Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, and any other documents prepared for this bid.

Bidders shall submit bids on the Proposal and Bid form furnished by the City. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. **W-9** must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

For additional information, contact Al Holmes by telephone at 863-291-5760.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN

Bob Bishop
Procurement Services Division Director

Enclosures

SPECIFICATIONS FOR GASOLINE/DIESEL FUELS

BACKGROUND:

The purpose and scope of this bid specification is to provide a single source responsibility for the purpose of delivering motor fuels to the City's many facilities and bulk tanks.

The City maintains a contract with a qualified vendor to deliver transport trailer loads of gasoline and diesel fuel on an as needed basis to the Central Garage Complex for use in all City equipment. Smaller tank-wagon loads are also delivered to various City facilities such as water and wastewater plants and the Police Station for use in stand-by generator sets.

The selected vendor is required to be a licensed Petroleum Handler in the State of Florida and provide proof of Pollution Liability Insurance to protect the City in case of a fuel spill. The specifications also require all deliveries be made in vehicles placarded and insured by the vendor. In doing so Fleet Maintenance staff becomes familiar with the delivery personnel and the delivery personnel become familiar with the fuel system and procedures in use at Fleet Maintenance. In addition a copy of the vendors Emergency Response Plan detailing the procedures that are to be followed in case of a fuel spill is to be included with the bid.

These requirements create a means of accountability and security and limit the City's liability until the fuel is delivered into the above ground bulk tanks. The City of Winter Haven will accept no responsibility for any delivery until the fuel is securely in our bulk tanks and it is understood that the fuel will remain the property of the vendor until said act has been completed.

The specifications require all bidders to use a posted rack price F.O.B. Port of Tampa as the basis for pricing the fuel bid. Once the bidder selects the brand of fuel they wish to bid the only other variable for the bid is the fixed-fee for delivering the fuel. The fixed-fee is the delivery cost added to each gallon of fuel by the vendor. Based on prior history approximately 175,000 gallons of gasoline and 130,000 gallons of diesel fuel are expect to be purchased during the next year.

1. GENERAL

This specification covers the furnishing and delivery, in bulk, of regular unleaded gasoline and #2 diesel fuel to the locations specified. The fuels must be pumped from the delivery truck to above ground bulk storage tanks.

1a. ALTERNATE BID

As an **alternate bid**, B99 Biodiesel to be used for splash blending with the above specified #2 diesel fuel.

2. PERIOD OF AGREEMENT

The period of agreement shall be for twelve (12) months. Either party may cancel this contract without cause by giving sixty (60) days notice in writing to the other party. This contract is subject to immediate cancellation by the City for the following reasons:

- (A) Poor service and delivery
- (B) Unsatisfactory fuel quality

By written mutual consent of the City of Winter Haven and the successful bidder, the contract period may be extended for four (4) additional twelve (12) month periods.

3. QUALITIES

Motor fuels furnished shall conform to the following specifications and any other applicable industry or government standards.

- a. **Regular E10 Gasoline** – meeting or exceeding State of Florida, Department of Agriculture and Consumer Services specifications, with minimum octane rating of 87.
- b. **Dyed Diesel Fuel** – Number 2, Grade A Ultra Low Sulfur Road Fuel. Must be suitable for use in on-road and off-road diesel engine applications and be free from water and foreign matter. Must meet or exceed State of Florida, Department of Agriculture and Consumer Services specifications.
- c. **Off-Road High Sulfur Diesel Fuel** – Grade A High Sulfur Off-Road Fuel. Must be suitable for use in off road diesel engine applications and be free from water and foreign matter. Must meet or exceed State of Florida, Department of Agriculture and Consumer Services specifications.
- d. **B99 Biodiesel** – Biodiesel must be supplied by an EPA registered biodiesel producer/blender and meet ASTM D6751-03 specifications. Supplier must be BQ9000 accredited and suitable for blending with the above fuel to create a biodiesel blend of B5 to B20 for use in both on and off road applications. It will be the responsibility of the selected bidder to “splash blend” the biodiesel to the desired blend percentage using the fuels specified.

Should the aforementioned fuels, after having been analyzed by an independent fuel analysis center, fail to meet the above specifications, the supplier shall be required to correct these deficiencies promptly and at their expense.

4. QUANTITIES

Based on present fuel consumption, the estimated motor fuel requirements to be furnished and delivered under this agreement are estimated as follows:

Type Fuel	One-Year Projections
Regular E10 Gasoline (87 Octane)	170,000 gallons
Dyed Diesel Fuel	130,000 gallons
Total:	300,000 gallons

5. PRICING

The City of Winter Haven requests bids for the quantities and qualities of motor fuels specified. All bidders must use **posted rack prices** F.O.B. Port of Tampa as of **beginning of business January 27, 2010**, as the basis for the prices of motor fuels bid. Written posted rack price notice(s) (effective approximately 1 week prior to bid opening from petroleum refineries your company is utilizing for bid prices, are to be included with proposal. Contract award will be based on Total Bid Price/Gal (bid rack price plus fixed fee). Bidder must furnish the brand quoted throughout the term of any resulting contract period(s). Prior approval must be obtained from the Fleet Division Director or his designee for each and every delivery of a brand other than that specified.

The freight (transportation) charge, which is the 'fixed fee', is to be included on the proposal form as a separate amount - this charge being firm for the one (1) year contract period. This 'fixed fee' per gallon shall be added onto the rack price of each gallon of fuel delivered to the City of Winter Haven to arrive at the total price of fuels. The 'fixed fee' will include all delivery costs, any other handling charges or administrative costs, profits, etc., incurred by the Bidder while transporting the fuel to the delivery locations.

For bid evaluation purposes, **State MVF and Federal Excise Taxes and Florida Inspection Fee** are **not** to be included in bid prices. These will be added on, as required, when fuels are purchased.

Also for bid evaluation purposes, bidders are not to include allowable discounts in bid prices for payments received within a certain number of days from the date of delivery of fuels.

As it will be necessary for the successful bidder to modify prices to the City from time to time during the term of this Agreement, he shall agree to include a dated copy of the posted rack price from the Terminal where the fuel was purchased for each delivery. This plus the "fixed fee" delivery rate shall determine the approved cost per gallon.

6. DELIVERY

Deliveries must be made to the Central Garage Complex located at 2501 First Street, North (Motor Pool Road), Winter Haven, Florida 33881. Additionally "Tank Wagon" deliveries (deliveries less than full load) will be made to other storage tanks located at various points in the City. The successful bidder shall agree to furnish and deliver the quantity and quality of motor fuels requested. Deliveries may be made from 7:00 AM until 2:00 PM Monday through Friday unless otherwise arranged by Fleet Maintenance on each delivery.

Deliveries must be made the next calendar day (except for Holidays and Weekends) unless prior approval is received from Fleet Maintenance for each and every delivery.

The Bidder shall be a licensed Petroleum Handler in the State of Florida and show proof of Pollution Liability Insurance. All deliveries will be made in the Bidder's fleet vehicles, placarded and insured by the bidder.

Off loading procedures must comply with the Vapor Recovery System when applicable.

7. EMERGENCY ACTION PLAN

The Bidder shall include a copy of their Emergency Action Plan / Emergency Cleanup Policy with their bid outlining what course of action will be taken in the event of a fuel spill. The Cleanup Plan must contain 24 hour a day contact persons and phone numbers. In the event of a spill, a response team shall be on site to begin containment and cleanup within two (2) hours. No exceptions shall be made for time of day, holidays, weekends, drive time, etc.

CITY OF WINTER HAVEN - TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES

1. GENERAL CONDITIONS:

Bidders are required to submit their proposals subject to and upon the following express conditions:

- A. Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- B. These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- C. It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- D. It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Services Division at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by the Procurement Services Division not later than ten (10) days prior to the bid opening date.
- E. Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- F. Bidder/Contractor shall hold harmless, indemnify, and defend the City, its officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, cost or expense of whatever kind (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify and hold harmless the City, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section.
- G. The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

2. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "CITY" shall mean the City of Winter Haven, Florida or its authorized representative.

- B. The term "CONTRACT DOCUMENTS" shall mean the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for this project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- C. The term "BIDDER" shall mean the person, firm or corporation who proposes to furnish the labor, materials, plant, equipment, plans and supervision to complete the project.
- D. The term "CONTRACTOR" shall mean the successful bidder who enters into a Contract with the City to complete the project.
- E. The term "SUB-CONTRACTOR" shall mean an individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.
- F. The term "CONTRACT" shall mean the Contract executed by the City and the Contractor, and shall include all Contract Documents.

3. **INTERPRETATIONS OR ADDENDA: Products/Services-**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Services Manager. Any inquiry received a reasonable amount of time prior to the date fixed for opening of Bids will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Procurement Services Manager for a reasonable period of time at the discretion of the City before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

4. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:**

Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)

5. **SAMPLES:**

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's name brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

6. **BID PROTEST:**

Any bidder wanting to file a bid protest with respect to a recommended award of any formal bid shall do so by filing a written protest. The written protest must be in the possession of the City Procurement Services Office within seven (7) calendar days after the mailing of the recommendation of award. A copy of the recommendation of award will be sent to each bidder. **NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

7. **PROPOSALS**

The Bid must contain a manual signature of an authorized representative of Bidder in the space provided on the proposal form.

Each Bidder shall be responsible for the accuracy of his proposal. Bidders cannot obtain relief by pleading that it made an error in its bid.

Bid and a non-collusion affidavit shall be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form shall be rejected. Bids must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed proposal to the Procurement Services Division office at the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the Procurement Services Managers' wall telephone.** The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.

Telegraph, telephone, or facsimile (FAX) bids will not be considered. Bids, however, may be modified, in writing, provided such modification is received by the Procurement Services Division prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.

8. **PRICES, TERMS, AND PAYMENT:**

Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.

A. Taxes: (For purchase of products only)

Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

B. Discounts:

Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

C. Mistakes; Inaccuracies; Incomplete Information:

Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

In the procurement of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern. The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

D. Safety Standards:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and regulations or standards thereunder.

E. Invoicing and Payment:

The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) calendar days after approval of invoice by ordering department and the Finance Department of the City. If a cash discount is taken by the City on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) days. Contractor(s) shall include the purchase order number on invoices for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event the successful bidder submits an invoice with an overcharge, a credit memo must be submitted

by the bidder to correct such overcharge. Any applicable discounts that apply as a result of this contract will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

9. WITHDRAWAL OF PROPOSALS:

A bidder may withdraw its proposal prior to the time fixed for the bid opening, if proper written notification is received by the Procurement Services Division prior to the time fixed for the bid opening. A bidder may also withdraw its proposal if the City does not accept it within ninety (90) calendar days after the date fixed for the bid opening after proper written notification is received by the Procurement Services Division. Notwithstanding any withdrawal, all bid documents received by the City shall remain the property of the City of Winter Haven.

10. NONCOLLUSION AGREEMENT:

Each Bidder submitting a bid for any project on which bidding is based, shall execute and submit with its bid a noncollusion affidavit which states that it has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted.

11. REJECTION OF BIDS:

The City may reject a bid if:

- A. The Bidder mis-states or conceals any material fact in the bid, or if,
- B. The bid does not strictly conform to the law or the requirements (including the terms and conditions set forth herein) of the bid, or if,
- C. The Bidder's bid is submitted in a manner to limit competition.

The City may, however, for any reason, reject any or all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as "All or None" as provided in Section 12 below. The City may also waive any minor informalities, irregularities or technicalities in any bid.

12. STATEMENT OF BIDDER'S QUALIFICATIONS:

Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

13. AWARD OF CONTRACT:

If any Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder whose bid is the most advantageous to the City, price and other factors considered, to include delivery date promised, past performance history, and any other factor which the City may deem necessary.

The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.

The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on a "All or None" basis is at risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

A Written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).

14. PERFORMANCE:

Contractor shall keep the Procurement Services Manager advised at all times of status of order. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.

The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

Any violation in performance may result in (1) Supplier/Contractor's name being removed from the bidder's lists; (2) all City departments being advised not to do business with the Supplier/Contractor without written approval from the Procurement Services Division.

15. SERVICE AND WARRANTY:

Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

16. INSPECTION, ACCEPTANCE AND TITLE:

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.

17. GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify the Procurement Services Division immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

18. PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the Contract period, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the City.

19. EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

20. OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

The MSDS shall be maintained by the City and must include the following information:

- A. The Division/Department to which the material was shipped.
- B. The chemical name and the common name of the toxic substance.
- C. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.

- D. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- E. The emergency procedures for spills, fire, disposal, and first aid.
- F. A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- G. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

21. **TIE BIDS:**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference will be given in the award process to the bidder, that certifies it has implemented a drug-free work place program in accordance with Florida Statutes 287.087. The necessary certification form (DFW-1) is available from the City of Winter Haven - Procurement Services Office, Post Office Box 2277, Winter Haven, Florida 33883 (863.291.5664).

22. **GOVERNING LAW:**

Any contract entered into pursuant to this bid shall be construed in accordance with the Laws of the State of Florida. Venue for any action or proceeding shall be in the Courts of Polk County, Florida.

NOTICE

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on , or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

CITY STATE ZIP

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
Name

(1) He is _____ of _____, the
Title Company
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Name

(Title)

Subscribed and sworn to before me this _____ day of _____, 200__

Signature

(Title)

My commission expires _____

ALTERNATE ITEM BID

Item	Description	Estimated Quantity	Bid rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
E.	B99 Biodiesel For blending With Dyed Diesel Fuel	Unknown	\$_____/gal.	\$_____/gal.	\$_____	\$_____. ____
If not per gallon delivery fee specify additional cost per load for Biodiesel						\$_____.

YEARLY ESCALATOR, NOT TO EXCEED _____ %

- The undersigned agrees to deliver the above noted fuels, F.O.B., Destination, within _____ () calendar days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated January 15, 2010.
- The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

 Date Name of Company

 Bidder's Signature Address (Mailing)

 Name/Title City State Zip

 Federal Employer I.D. # (FEID) Telephone Number

 Fax Number

ALTERNATE ITEM BID

Item	Description	Estimated Quantity	Bid rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
E.	B99 Biodiesel For blending With Dyed Diesel Fuel	Unknown	\$_____/gal.	\$_____/gal.	\$_____	\$_____.__
If not per gallon delivery fee specify additional cost per load for Biodiesel						\$_____.__

YEARLY ESCALATOR, NOT TO EXCEED _____ %

- The undersigned agrees to deliver the above noted fuels, F.O.B., Destination, within _____ () calendar days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated January 15, 2010.
- The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

Date

Name of Company

Bidder's Signature

Address (Mailing)

Name/Title

City State Zip

Federal Employer I.D. # (FEID)

Telephone Number

Fax Number

ITB-10-04 ANNUAL CONTRACT - GASOLINE/DIESEL FUEL

BIDDER #	NAME	Location	BID PRICE	CONFIRMED				
1	Highlands Oil	Lake Wales, FL	\$651,680.00	\$651,680.00				
2	SSI Petroleum	Winter Haven, FL	\$649,305.00	\$649,955.00			see attached corrected proposal	
							Item B - corrected rack price	
3	RKA Petroleum	Romulus, MI	\$653,964.00	\$653,964.00			bid daily low rack; no supplier brand specified	
4	Palmdale Petroleum	Ft. Pierce, FL	\$653,841.00	\$653,841.00			pricing based on daily rack average	
5	Fleetwing Corp	Lakeland, FL	\$649,356.50	\$649,356.50				
6	Lynch Oil Co	Kissimmee, FL	\$653,530.00	\$654,230.00			see attached corrected proposal	
							Item B - corrected rack price	
							Item D - corrected total line price	
7	Petroleum Traders Corp	Fort Wayne, IN	\$653,163.00	\$653,163.00				
8	Mansfield Oil Co	Gainesville, GA	\$650,603.50	\$650,603.50				
9	Quick FuelFleet Service	Orlando, FL / Milwaukee, WI	\$646,545.00	\$654,420.00			see attached corrected proposal	
							Item A - corrected rack price	

Anna Mincey

From: TricheCollier@jacobusenergy.com
Sent: Wednesday, February 17, 2010 12:31 PM
To: Anna Mincey; Al Holmes
Cc: DDiedrick@jacobusenergy.com
Subject: Corrected Price Sheet

Attachments: Corrected price sheet.doc



Corrected price
sheet.doc (619...

Thanks so much for your patience. Here is the corrected price sheet to reflect the OPIS price at the Tampa rack for Regular Unleaded E-10

(See attached file: Corrected price sheet.doc)

Have a great day, Any questions feel free to call me

Triche Collier
Quick Fuel Fleet Service
407-592-1697
www.quickfuel.com

**REPLACEMENT PBF-1A
PROPOSAL
ITB-10-01**

The following Proposal is hereby made to the City of Winter Haven, Florida, herein after called the CITY.
Proposal is submitted by:

Quick Fuel Fleet Service LLC
(Company)

The undersigned, as Bidder, hereby proposes and offers to sell to the CITY, the following:

1. FULL LOAD

Item	Description	Estimated Quantity	Bid Rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
A.	Regular E-10 Gasoline 87 Octane	175,000 gal.	\$ 1.991 /gal.	\$.06 /gal.	\$ 2.051	\$ 358,925.00
B.	Ultra Low Sulfur Dyed Diesel Fuel	130,000 gal.	\$ 2.0345 /gal.	\$.06 /gal.	\$ 2.0945	\$ 2,722.85
Total, Items A and B						\$ 631,210.00

2. TANK WAGON DELIVERIES

Bid price per gallon fixed fee added to rack price for small quantity tank wagon deliveries.

Item	Description	Estimated Quantity	Bid Rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
C.	Off Road Low Sulfur Dyed Diesel Fuel	10,000 gal.	\$ 2.086 /gal.	\$.19 /gal.	\$ 2.226	\$ 22,260.00
D.	Various	5,000 gal.		\$.19 /gal.		\$ 950.00

ALTERNATE BID

Item	Description	Estimated Quantity	Bid rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
E.	B99 Biodiesel For blending With Dyed Diesel Fuel	Unknown			\$ 2.05 /gal. \$.10 /gal.	\$ 2.15 \$ N/A



PETROLEUM
DEPENDABLE ENERGY SOLUTIONS

SSI Petroleum
Be True to Your Partnership

February 23, 2010

Mr. Al Holmes
Division Director
City of Winter Haven
P.O. Box 2277
Winter Haven, Fl. 33883

RE: ITB-10-01

Dear Mr. Holmes,

It has come to my attention that an error was made on the bid tabulation page of our submitted bid. The cost used for section 1, item B, Ultra Low Sulfur Dyed Diesel Fuel is incorrect. Inadvertently the cost for Ultra Low Sulfur Clear was used. The correct cost should have been \$2.016, the same cost used in section 2, item C, as these fuels are the same.

I have written the correct cost and tabulations on the attached Replacement PBF-1A sheet for your consideration and initialed the corrections.

Thank you for the opportunity to correct this error.

Regards,

Stephen D. Ervin, C.L.S.
Business Development Manager
SSI Petroleum

**REPLACEMENT PBF-1A
PROPOSAL
ITB-10-01**

The following Proposal is hereby made to the City of Winter Haven, Florida, herein after called the CITY.
Proposal is submitted by:

SSI Petroleum
(Company)

The undersigned, as Bidder, hereby proposes and offers to sell to the CITY, the following:

1. FULL LOAD

Item	Description	Estimated Quantity	Bid Rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
A.	Regular E-10 Gasoline 87 Octane	175,000 gal.	\$1.999/gal.	\$.0565/gal.	\$2.0464	\$358,120.00
B.	Ultra Low Sulfur Dyed Diesel Fuel	130,000 gal.	\$2.016/gal.	\$.0565/gal.	\$2.0725	\$269,425.00
						\$627,545.00
Total, Items A and B						\$626,895.00

2. TANK WAGON DELIVERIES

Bid price per gallon fixed fee added to rack price for small quantity tank wagon deliveries.

Item	Description	Estimated Quantity	Bid Rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
C.	Off Road Low Sulfur Dyed Diesel Fuel	10,000 gal.	\$2.016/gal.	\$.15/gal.	\$2.166	\$21,660.00
D.	Various	5,000 gal.		\$.15/gal.		\$750.00

Tank Wagon Minimum Gallon Delivery Fee Per Tank:
 \$50.00 = Less than 250 gallon delivery per tank.
 \$75.00 = Less than 150 gallon delivery per tank.
ALTERNATE BID

Item	Description	Estimated Quantity	Bid rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
E.	B99 Biodiesel For blending With Dyed Diesel Fuel	Unknown				
						2 \$ /gal. \$ /gal. \$ No Bid \$

**REPLACEMENT PBF-1A
PROPOSAL
ITB-10-01**

The following Proposal is hereby made to the City of Winter Haven, Florida, herein after called the CITY.
Proposal is submitted by:

RKA Petroleum Companies, Inc.
(Company)

The undersigned, as Bidder, hereby proposes and offers to sell to the CITY, the following:

1. FULL LOAD

Item	Description	Estimated Quantity	Bid Rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
A.	Regular E-10 Gasoline 87 Octane	175,000 gal.	1.9706 \$ /gal.	.0636 \$ /gal.	2.0342 \$	355,977.72 \$
B.	Ultra Low Sulfur Dyed Diesel Fuel	130,000 gal.	2.0479 \$ /gal.	.0636 \$ /gal.	2.1115 \$	274,489.59 \$
Total, Items A and B						630,467.31 \$

2. TANK WAGON DELIVERIES

Bid price per gallon fixed fee added to rack price for small quantity tank wagon deliveries.

Item	Description	Estimated Quantity	Bid Rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
C.	Off Road Low Sulfur Dyed Diesel Fuel	10,000 gal.	2.0119 \$ /gal.	.2036 \$ /gal.	2.2155 \$	22,155.00 \$
D.	Various	5,000 gal.		.2658 \$ /gal.		1329.00 \$

ALTERNATE BID

Item	Description	Estimated Quantity	Bid rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost	
E.	B99 Biodiesel For blending With Dyed Diesel Fuel	Unknown	1.9744	2	.2658 \$ /gal.	2.2402 \$ /gal.	Unknown \$

**REPLACEMENT 2-A
PROPOSAL
ITB-10-01**

If not per gallon delivery fee specify additional cost per load for Biodiesel \$ 35.00
** There is a possibility of a split charge for loading Bio**

5. TOTAL ITEMS A - D \$ 653,951.31

6. YEARLY ESCALATOR, NOT TO EXCEED 5 %

7. The undersigned agrees to deliver the above noted fuels, F.O.B., Destination, within one (1) calendar days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated January 15, 2010.

8. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:
Addendum No. 1- Replacement 2A Dated 2-5-10
Addendum No. _____ Dated _____

2-9-10
Date

Christina Nasser
Bidder's Signature

Christina Nasser - GAE
Name/Title

38-1896753
Federal Employer I.D. # (FEID)

RKA Petroleum Companies, Inc
Name of Company

28340 Wick Rd.
Address (Mailing)

Romulus, MI 48174
City State Zip

734-946-2235
Telephone Number

734-946-1920
Fax Number

<p>LYNCH OIL COMPANY, INC. P.O. BOX 450669 - KISSIMMEE, FLORIDA 34745-0669 OFFICE: (407) 847-4161 FAX: (407) 847-5111 STATEWIDE: (800) 874-4161</p>	<p>Automotive, commercial and industrial products to every lubrication equipment.</p>
--	--

WE MAKE YOUR WORLD RUN SMOOTHER.



DATE: 3/11/10 FAX #: (863) 291-5224

NAME: Al Holmes

COMPANY: City of Winter Haven

FROM: Tom Weathers

RE: correction

COMMENTS: _____

THIS FAX CONSISTS OF 3 PAGES, INCLUDING THIS PAGE.

PLEASE CALL IF YOUR COPIES ARE POOR.

**REPLACEMENT PBF-1A
PROPOSAL
ITB-10-01**

The following Proposal is hereby made to the City of Winter Haven, Florida, herein after called the CITY.
Proposal is submitted by:

Lynch Oil Company, Inc.
(Company)

The undersigned, as Bidder, hereby proposes and offers to sell to the CITY, the following:

1. FULL LOAD

Item	Description	Estimated Quantity	Bid Rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
A.	Regular E-10 Gasoline 87 Octane	175,000 gal.	\$1.991/gal.	\$.055/gal.	\$2.046	\$358,050.00
B.	Ultra Low Sulfur Dyed Diesel Fuel	130,000 gal.	\$2.0295 T.W. 2.0345	\$.055/gal.	\$2.0845 T.W. 2.0895	\$279,225.00 271,635.00 T.W.
Total, Items A and B						\$629,035.00 629,685.00 T.W.

2. TANK WAGON DELIVERIES

Bid price per gallon fixed fee added to rack price for small quantity tank wagon deliveries.

Item	Description	Estimated Quantity	Bid Rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
C.	Off Road Low Sulfur Dyed Diesel Fuel	10,000 gal.	2.0295 2.0345 T.W.	\$.28/gal.	2.3095 2.3145 T.W.	\$23,095.00 23,145.00 T.W.
D.	Various	5,000 gal.	.	\$.28/gal.		\$_____

ALTERNATE BID

Item	Description	Estimated Quantity	Bid rack Price	Fixed Fee	Total Bid Price/Gal	Total Cost
E.	B99 Biodiesel For blending With Dyed Diesel Fuel	Unknown			\$_____/gal.	\$_____/gal. \$_____/gal. \$ N/S.

corrections - 3-11-10 Tom Weather's - Lynch Oil Co., Inc.
Tom Weather's

**REPLACEMENT 2-A
PROPOSAL
ITB-10-01**

If not per gallon delivery fee specify additional cost per load for Biodiesel \$ _____

\$ 652,830.00 T.O.
~~\$ 652,130.00~~

5. TOTAL ITEMS A - D

6. YEARLY ESCALATOR, NOT TO EXCEED

0 %

7. The undersigned agrees to deliver the above noted fuels, F.O.B., Destination, within 1 calendar days after receipt of contract award in accordance with the Invitation To Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated January 15, 2010.

8. The undersigned acknowledges receipt of the following addenda which are a part of the Invitation To Bid:

Addendum No. 1 Dated Feb. 5, 2010

Addendum No. _____ Dated _____

2-9-10
Date
Craig Lynch
Bidder's Signature
Craig Lynch President
Name/Title
59-1840858
Federal Employer I.D. # (FEID)

Lynch Oil Company, Inc
Name of Company
1244 E. Carroll St.
Address (Mailing)
Kissimmee, Fl. 34744
City State Zip
800-874-4161
Telephone Number
407-847-5111
Fax Number

Corrections 3-11-10 Tom Weather's Lynch Oil Co., Inc.
Tom Weather's

Ship To
 City of Winter Haven
 Motor Pool
 2501 First St N
 Winter Haven, FL 33880

Bill To
 City of Winter Haven
 Accounting Department
 P.O. Box 2277
 Winter Haven, FL 33883

Purchase Order
 No. 2011-00000001
 DATE 10/01/2010

VENDOR NO. 8561

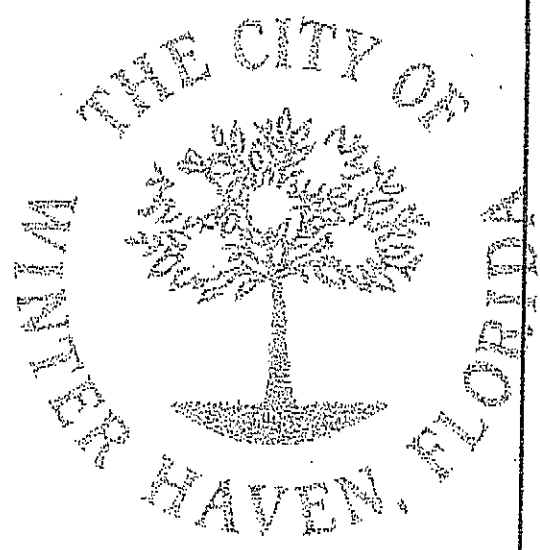
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Vendor
 FLEETWING CORPORATION
 PO BOX 22
 LAKELAND, FL 33802-0022

DELIVER BY 09/30/2011
 SHIP VIA
 FREIGHT TERMS FOB Winter Haven
 PAGE 1 of 1
 ORIGINATOR: Judie Serode

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lot	Purchase-Misc - REPLACE PO#2010-89	500,000.0000	\$500,000.00
TOTAL DUE				\$500,000.00



Bob Bishop
 APPROVED BY/TITLE

NIPPO
 APPROVED BY/TITLE

Tax Exempt Certificate #: 85-8012621707C-1 | Expiration Date: 06/30/2012

Special Instructions
 THIS PO REPLACES PO#2010-89

- SHIPMENTS MAY BE REFUSED IF THE PURCHASE ORDER NO. IS NOT SHOWN ON SHIPPERS AND BILL OF LADING
- EXEMPT FROM STATE/LOCAL AND FEDERAL TAXES
- SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL
- PARTIAL SHIPMENT WILL BE ACCEPTED IF INVOICED SEPARATELY
- C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED
- RECEIVING HOURS ARE 9:00 A.M. TO 3:30 P.M. MONDAY-FRIDAY

Ship To
 City of Winter Haven
 Motor Pool
 2501 First St N
 Winter Haven, FL 33880

Bill To
 City of Winter Haven
 Accounting Department
 P.O. Box 2277
 Winter Haven, FL 33883

Purchase Order
 No. 2010-00000089
 DATE 04/27/2010

VENDOR NO. 8561

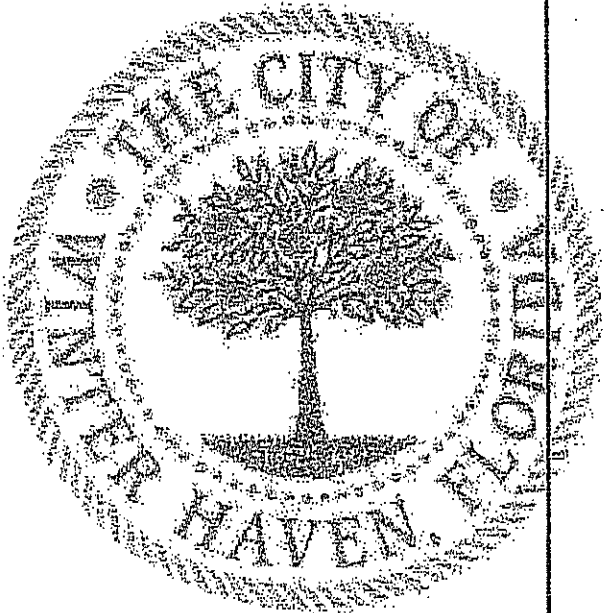
PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY 04/30/2010
SHIP VIA
FREIGHT TERMS FOB Winter Haven
PAGE 1 of 1
ORIGINATOR: Judie Serode

Vendor
 FLEETWING CORPORATION
 PO BOX 22
 LAKELAND, FL 33802-0022

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lot	Purchase-Misc - ANNUAL CONTRACT-GASOLINE/DIESEL FUEL, SEE BELOW	400,000.0000	\$400,000.00
TOTAL DUE				\$400,000.00



Bob Burtney
 APPROVED BY/TITLE

APPROVED BY/TITLE
 Tax Exempt Certificate #: 85-8012821707C-1 | Expiration Date: 08/30/2012

Special Instructions
 PER ITB-10-04, AND YOUR PROPOSAL DATED 02/10/10, COPIES OF WHICH IS ATTACHED. APPROVED BY THE CITY COMMISSION ON 04/12/10

- 1. SHIPMENTS MAY BE REFUSED IF THE PURCHASE ORDER NO. IS NOT SHOWN ON SHIPPERS AND BILL OF LADING
- 2. EXEMPT FROM STATE/LOCAL AND FEDERAL TAXES
- 3. SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL
- 4. PARTIAL SHIPMENT WILL BE ACCEPTED IF INVOICED SEPARATELY
- 5. C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED
- 6. RECEIVING HOURS ARE 9:00 A.M. TO 3:30 P.M. MONDAY-FRIDAY

Ship To
 City of Winter Haven
 Motor Pool
 2501 First St N
 Winter Haven, FL 33880

Bill To
 City of Winter Haven
 Accounting Department
 P.O. Box 2277
 Winter Haven, FL 33883

Purchase Order
 No. 2011-00000068

DATE 06/16/2011

VENDOR NO. 8561

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Vendor
 FLEETWING CORPORATION
 PO BOX 22
 LAKELAND, FL 33802-0022

DELIVER BY 06/23/2011
 SHIP VIA
 FREIGHT TERMS FOB Winter Haven
 PAGE 1 of 1
 ORIGINATOR: Judie Serode

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lot	Purchase-Misc - SUPPLY & DELIVER OF FUEL, SEE BELOW	500,000.0000	\$500,000.00
TOTAL DUE				\$500,000.00



APPROVED BY/TITLE

Bob B...

APPROVED BY/TITLE

Tax Exempt Certificate #: 85-8012621707C-1 | Expiration Date: 06/30/2012

Special Instructions



PER ITB-10-04. CONTRACT RENEWAL ONE OF FOUR. APPROVED BY THE CITY COMMISSON ON 4/12/10

- SHIPMENTS MAY BE REFUSED IF THE PURCHASE ORDER NO. IS NOT SHOWN ON SHIPPERS AND BILL OF LADING
- EXEMPT FROM STATE/LOCAL AND FEDERAL TAXES
- SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT PRIOR APPROVAL
- PARTIAL SHIPMENT WILL BE ACCEPTED IF INVOICED SEPARATELY
- C.O.D. OR COLLECT SHIPMENTS WILL NOT BE ACCEPTED
- RECEIVING HOURS ARE 9:00 A.M. TO 3:30 P.M. MONDAY-FRIDAY

**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION (Workshop Only)
September 26, 2011**

DATE: September 20, 2011

TO: Honorable Mayor and City Commissioners

VIA: Dale L. Smith, City Manager  ASR DLS
T. Michael Stavres, Community Services Department Director 

FROM: Travis W. Edwards, Leisure Services Division Director
Andy Palmer, Leisure Services Project Development Coordinator

SUBJECT: Southeast Regional Park Program Development Effort Summary

BACKGROUND:

On June 13, 2011, the City Commission approved a contract and scope of work with AECOM (Orlando) for planning and program development for the Southeast Regional Park Project. The scope of work included a kick-off meeting with key City Staff, data gathering, stakeholder interviews, program plan summary & bubble diagrams, and an informational presentation of the results to the City Commission at a workshop.

On July 14, 2011, staff held a kick-off meeting with AECOM where staff provided information relative to expectations and needs. Key elements expected to be at the park included athletic fields and supporting structures, parking areas, dog park, destination playground, picnic facilities, a paved trail system and associated stormwater components.

The next step for AECOM was to interview a series of stakeholders to obtain input regarding desired programming for the park. Staff identified five stakeholder groups, representing various segments of the Community. The following is a summary of the groups who were invited and took part in the focus groups:

City Staff

Community Services Department
Community and Economic Development Department

Polk County School Board

Chain of Lakes Elementary School
PCSB Facilities Division
PCSB Physical Education Department

Business and Civic Partners

Chamber of Commerce
State Farm Insurance
CSX
Junior League of Winter Haven

Youth Sports Leagues and Alternative User Groups

Winter Haven Youth Soccer
Winter Haven Wolverines
Greater Winter Haven Youth Baseball
YMCA
Cub Scouts

Southeast Winter Haven Homeowners Associations

Terranova
Traditions
Lake Ashton
Cassidy Group

On September 8, 2011, a representative from AECOM conducted the focus group meetings at different timeslots throughout the day. Each session provided a brief introduction of the project and an explanation of the importance of the individual's participation in developing the park program. The attendees identified their top ten choices out of a menu of 22 possible park components and 23 possible park programs. They were asked to rank their top three components and programs. Once the priorities were identified, the attendees provided input on what comparable facilities or features from other parks they would like incorporated into this park. The representatives discussed possible character and themes they would like to see at the park. Finally, they were asked which funding sources to pay for the park they would favor.

The next steps in the process will be to edit the project based on input from the Commission and develop a final program for the park. Once a final site is identified, a conceptual plan will be prepared for the site based on the final park program. That plan will be presented at a public meeting for comment. Once public comment has been solicited, final construction plans will be pursued.