



Solicitation No. 7522,1

1.1 General Information

Title **RFP No. 7522: Automotive Parts, Services, Repair, and Maintenance**
 Description **928.15 Automotive Parts, Services, Repair, and Maintenance**
 Amendment Date **09-MAR-2020 08:08:02**
 Amendment **Amendment No 1: To update bid forms labeled Appendix B1 to include OEM or**
 Description **Aftermarket Brands, Appendix B2 to include Other Services, and Appendix B3**
to include price extension.

 Preview Date **Not Specified** Open Date **09-MAR-2020 08:08:08**
 Close Date **26-MAR-2020 19:21:40** Award Date **Not Specified**
 Time Zone **Eastern Time** Buyer **Williams, Adam**
 Quote Style **Blind** Email **adam.williams@stpete.org**
 Outcome **Standard Purchase Order**

Note Pre-Bid Meeting
 Date: March 4, 2020
 Time: 02:00 p.m.
 Location: Fleet Management
 7th ave N,
 St. Petersburg, FL 33701

Please submit all questions in writing to Adam.Williams@stpete.org before 5:00pm, Tuesday, March 12, 2020.

1.2 Terms

Ship-To Address FLEET FLEET MANAGEMENT CITY OF ST PETERSBURG 1800 7TH AVE N Saint Petersburg, FL 33713 United States	Bill-To Address ACCOUNTS PAYABLE FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States
Payment Terms NET 30	Carrier Common Carrier
FOB FOB Destination	Freight Terms Prepaid
Currency USD (US Dollar)	Price Precision 2

1.3 Requirements

Section A - Profile
1.Company name (full legal name). Provide your answer below Ring Power Corporation

Section A - Profile
2.Federal identification number. Provide your answer below 59-0934246
3.Street address, P.O. Box, state, zip code, telephone and email. Provide your answer below 10421 Fern Hill Dr. , Riverview, FL 33578
4.Company ownership. If incorporated, the state and date of incorporation. Provide your answer below July 17, 1961
5.Year the company was founded. Provide your answer below 1961
6.Address and phone number of the office providing the supplies. Provide your answer below 10421 Fern Hill Dr., Riverview FL 3378
7.Name, phone number and title of the authorized representative. Provide your answer below Mark Newman AVP/Product Supply Sales Mgr 813865-2429
8.Number of employees.

Section A - Profile
..... Provide your answer below 2,300
9.Number of years company has been in present business providing these goods. Provide your answer below 58
10.Type of business organization (sole proprietorship, partnership, corporation, limited liability company). Provide your answer below Corporation
11.Is the bidder registered with the Florida Department of State, Division of Corporations (Sunbiz)? (Y/N) Circle one from the response values below: NO <u>YES</u>
12.Is the bidder a City certified SBE? (Y/N) Circle one from the response values below: <u>NO</u> YES
13. List Company background and relevant experience that qualifies Offeror to provide the services described in this solicitation, please include employees with ASE Certifications or other necessary certifications. Provide your answer below The company was founded in 1961 by L.C. "Ring" Ringhaver and has become one of the largest Caterpillar Dealer in the country.
Section B - Requirements
1. Bid Acceptances Period Unless otherwise specified herein, the bidder confirms that prices will remain firm for a period of ninety (90) days. (Y/N) Circle one from the response values below: NO <u>YES</u>
2. Warranty The bidder fully warrants all material, equipment and services against poor and inferior

Section B - Requirements quality or workmanship for a period of not less than one (1) year from date of final acceptance. Copies or descriptions of all manufacturer's(s') warranties shall accompany bid for the item(s) proposed. The description(s) shall include the length and scope of the warranties. (Y/N) Circle one from the response values below: NO ☒ YES
3. F.O.B. Destination The bidder certifies that all prices are quoted F.O.B. destination. All shipping, handling and freight charges must be shown separately.(Y/N) Circle one from the response values below: NO ☒ YES
4. Cash Discount Will you offer 2%10 days discount to the stated payment term? (Y/N) Circle one from the response values below: ☒ NO YES
5. Large Order Discount Will you offer an additional discount for large single orders over a specified dollar amount? Circle one from the response values below: ☒ No Yes
6. Price Breaks Will your firm offer quantity price breaks? Circle one from the response values below: ☒ No Yes
7. Delivery Time The bidder shall state in the space provided the delivery time in days from receipt of order. Provide your answer below 1 to 10 days
8. Insurance Additional Required Insurance for Services: 1,000,000 per vehicle, \$2,000,000 per occurrence Garagekeepers Legal Liability coverage. Please confirm your ability to obtain the above insurance coverage. Circle one from the response values below: No Not Applicable ☒ Yes
Section C - Public Records Laws Please respond yes or no to the questions below. Type No Response Required 1.The bidder acknowledges that its bid is subject to Public Records laws (Chapter 119, Florida Statutes). (Y/N) Circle one from the response values below:

Section C - Public Records Laws
NO ☒ YES
2.Has the bidder identified any trade secrets or confidential information in its proposal? (Y/N) Circle one from the response values below: ☒ NO YES
Section D - Exceptions
1.The bidder certifies that it takes no exceptions to the terms and conditions of the solicitation. (Y/N) Provide your answer below
1.If exceptions are taken, specify in the space provided. Provide your answer below
Section E - Proposal
1. Diversity and Sustainability Please describe any diversity and sustainability programs your company currently has. Provide your answer below he company was founded in 1961 by L.C. "Ring" Ringhaver and has become one of the largest Caterpillar engine dealer in the US.
2. Innovation and Improvements In this section, please explain any innovative ideas or new concepts you would like to include as part of this proposal as described in Appendix A, section 5. Provide your answer below Maintaining fully stocked parts inventory at all times
3. Customer Service Include a description of all unique services and features your firm offers that would be applicable to the Agreement. Provide your answer below Ring Power Corporation's keeps its parts warehouse fully stocked, there for able to supply all our customers needs with our parts counter personal always ready to help

Section E - Proposal

4. On-Line Capabilities Does your firm offer on-line order tracking, expediting, rebates, sales history, invoices and inventory lists?

.....
Provide your answer below

Not online

5. Recycling and Disposal Please give us a brief description of your recycling and disposal services.

.....
Provide your answer below

Ring Power Corporation recycles materials as much as possible while the disposal of used oils, etc. are all being done so by following all state and local guidelines

1.4 Attachments

Name	Data Type	Description
Appendix A Scope of Services	File	Appendix A Scope of Services
Appendix B1 Bid Form Parts	File	Appendix B1 Bid Form Parts
Appendix B2 Bid Form Services	File	Appendix B2 Bid Form Services
Appendix B3 Sample list Pricing Parts	File	Appendix B3 Sample list Pricing Parts
Base Agreement	File	Base Agreement
SBE Form	File	SBE Form

2 Price Schedule**2.1 Line Information**

Line	Item, Rev	Target Quantity	Unit	Response Quantity	Unit Price	Amount	Promised Date
1 Automotive Services, Repair, and Maintenance Enter \$1		1	EAC H				
2 Automotive Replacement Parts and Accessories. Enter \$1		1	EAC H				

Contract Terms and Conditions

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City of St Petersburg Solicitation Documents

PART A

Scope of Services

Please see Appendix A: Scope of Services

PART B

Instructions to Offerors and General Provisions

Instructions to Offerors and General Provisions

1. Intent

The city of St. Petersburg, Florida ("City") invites qualified firms to submit proposals for RFP No. 7522.

2. Required Review

Offers are required to carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing to the procurement analyst and received by the City at least 10 days before the proposal closing. This will allow issuance of any necessary addendum. It will also help prevent opening a defective solicitation and exposure of offeror's proposals upon which an award could not be made. A protest based on omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the City, in writing, at least 10 days before the time set for closing.

3. Preparation of the Proposal

Offerors are expected to examine this solicitation and all related documents. Failure to do so is at the Offeror's risk. Each Offeror shall furnish the information required by this solicitation.

The Offerors shall retain a copy of all documents for future reference. All proposals must be submitted with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature, and provide proof of such authority with its proposal.

4. Questions Received Prior to Closing of Solicitation

All questions must be in writing and emailed to the Procurement Analyst. Telephone conversations must be confirmed in writing. Questions that may be answered by directing the questioner to a specific section of the solicitation may be answered over the telephone or by email. More complex questions may require a written addendum to the solicitation.

5. Amendments

When an amendment is issued it will be provided to all who were notified of the solicitation through the City's online bidding system. Offerors must acknowledge receipt of each amendment prior to the hour and date specified in the solicitation or as amended, following the methods specified in the amendment. Failure to acknowledge receipt of amendment may result in rejection of your proposal.

6. City Not Responsible for Preparation Costs

The City will not pay any costs associated with the preparation, submittal, presentation or evaluation of any proposal.

7. Submission or Receipt of Proposals

Proposals will be received through the City's online bidding system no later than:

Time: 3:00 p.m. (EST) Date: March 26, 2020.

Facsimile or e-mail proposals will not be considered; however, proposals may be modified online provided such notices are received prior to the hour and date specified above.

Late proposals and modifications will not be considered. Failure to follow the instructions in this solicitation is cause for rejection of offer.

8. Information Designated a Trade Secret and/or Confidential and/or Proprietary

All proposals (including all documentation and materials attached to proposals or provided in connection with this solicitation) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this solicitation (even if in a separate electronic file)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If Offeror believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate or electronic file, Offeror must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by Offeror as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by Offeror is/are correct and/or accurate. Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary Offeror agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against any and all claims, demands and actions (whether or not a lawsuit is commenced) arising out of or in connection with Offeror's designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand or action arising out of or related to Offeror's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by Offeror to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Offeror acknowledges, understands and agrees that all information in Offeror's proposal (not including information in 1.3 Requirements Section G) will be disclosed, without any notice to Offeror, if a public records request is made for such information and the City shall not be liable to Offeror for such disclosure.

Offeror acknowledges and understands that Offeror's proposal, including the information submitted in a separate

electronic file in accordance with the requirements set forth in 1.3 Requirements Section G, will be distributed to the Evaluation Committee members, City staff and City consultants to allow Offeror's entire proposal, including the information submitted in a separate electronic file, to be evaluated and considered for award of this Contract. The entire contents of Offeror's proposal, including the information submitted in a separate electronic file, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes.

9. Right to Reject Proposal

- a. Offers must comply with all the terms of the solicitation, the City Procurement Code (Section 2-246) and all applicable state and federal laws. The City may reject any proposal that does not comply with all of the material and substantial terms, conditions and performance requirements of the solicitation.
- b. Offerors may not restrict the rights of the City or qualify their proposal. If an offeror does so, the City may determine the proposal to be a non responsive counter-offer and the proposal may be rejected.
- c. Minor informalities, that do not affect responsiveness; that are merely matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the solicitation; that are trivial, negligible or immaterial in nature; do not effect a material change in the work; or, do not constitute a substantial reservation against a requirement or provision may be waived by the City.
- d. The City's right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical or obvious errors.

10. Explanations to Offerors

Explanations or instructions shall not materially alter this solicitation unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written amendment to this solicitation will be issued and posted on the City's website at <http://www.stpete.org/internal-bids.php> for download by Offerors.

11. Acceptance of Offer

The submitted proposal shall be considered an offer on the part of the Offeror. Such offer shall be deemed accepted upon execution of the Agreement.

12. Evaluation Criteria

Proposals will be evaluated on the following criteria:

Criteria	[Points]
Experience of firm	15
Qualification and technical competence	15
Recycling and sustainability programs	10
Past Performance on similar contracts	30
Cost or price	30
[Total: 100%]	

13. Evaluation of Proposals

The proposals will be evaluated based solely on the evaluation factors or criteria set forth in this section of the solicitation. Where there are multiple responsive proposals to the solicitation, a short-listing of two or more Offerors may be made. Negotiations as outlined in this section may begin with the selected Offerors on the short-list. If there is only one responsive proposal, negotiations may proceed with a single offeror. Selected Offerors may be required to make presentations.

14. Negotiations with Offerors

a. The City may conduct discussions (negotiations) with selected Offerors for the purpose of clarification. The purpose of the negotiations shall be to ensure full understanding of the solicitation requirements, the offeror's proposal and responses to post-proposal opening and modifications to the solicitation specifications which are in the best interest of the City. Negotiations will be limited to specific negotiation issues or subjects which do not significantly change the scope or purpose of the project for which the solicitation was issued. If modifications are made as a result of these discussions they shall be put in writing. b. Following discussions, the City may set a time and date for best and final offers from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final offers. c. During the negotiation process, selected Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals related to negotiation subjects for the purpose of preparing their best and final offer which may be requested and received by the City prior to the conclusion of the negotiation process. d. Amendments, deletions and additions to the selected Offeror's original proposal shall be related to the negotiation subjects only.

15. Schedule

Solicitation Published: February 27, 2020

Pre-proposal Meeting: March 4, 2020

Question Cut-off: March 12, 2020

Proposal Due Date: March 26, 2020

Evaluation and Short-listing: April 7, 2020

Recommendation for Award: April 24, 2020

City Council Approval: May 21, 2020

16. Award Without Discussion

The City may award the Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.

17. Award of Agreement

An award shall be made to the responsible Offeror whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this solicitation.

18. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Offerors for 150 days following the time and date designated for the opening of proposals (except when requested by the City for clarification, presentation or best and final offers) and the Offerors so agree by submitting their proposals.

19. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in this solicitation or amendment(s) thereto (if any) should be reported in writing to the City's Procurement & Supply Management Department. Should it be found necessary, a written amendment will be incorporated in this solicitation. The City will not be responsible for any oral instructions, clarifications, or other communications.

20. Disqualification

The City reserves the right to disqualify Offerors before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Offerors.

21. Execution of Agreement

The individual, firm, or corporation to which the Agreement is awarded shall sign the necessary agreement entering into a contract with the City, and return it to the City within ten (10) business days from the date the final approved agreement has been received by the successful Offeror. No agreement shall be considered binding upon the City until it has been properly executed.

22. Data Collection

Pursuant to Florida Statute 119.071 Social Security Numbers collected from offerors are used for identification, verification and tax reporting purposes.

23. Public Entity Crimes

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 the construction or repair of a public building or public work, may not submit bids on leases of real property to a 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.

24. Environmentally Preferable Purchasing

It is the policy of the City to purchase recycled and environmentally preferable goods. This includes products that contain recycled material, reduce toxicity and pollution, conserve energy, conserve water and prevent waste. This policy will be carried out consistent with the City's obligations and purpose, and with an overall intent to obtain competitive prices to provide value to the taxpayers.

Offerors are encouraged to submit items in their bids that meet the City's Environmentally Preferable Purchasing ("EPP") program standards. When submitting EPP items for consideration, offerors must submit documentation that substantiates their claims. When evaluating submissions where two products are of equal fitness and quality, and the price of the EPP product is equal to or less than that of a non-EPP content product, the City will purchase the EPP product.

25. Offeror Registration

Offeror must be registered with the Florida Division of Corporations to do business within the State of Florida prior to award of an agreement. Offeror must be registered with the City as a vendor prior to award of an agreement. The City online Vendor Registration Form is available on the City's website at

http://www.stpete.org/with_the_city/index.php.

26. Nondiscrimination

Vendors and Contractors for the City of St. Petersburg are required to comply with Pinellas County Code Section 70-53 (a)(1), regarding discrimination in employment; as well as all Federal, State and local laws. Pursuant to the Code, Vendors and Contractors shall provide workplaces free from discrimination harassment and related inappropriate behavior. Behavior that is discriminatory, harassing or otherwise inappropriate when such behavior is based on an individual's or group's race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, genetic information or other protected category is considered a violation of the Code. Gender includes, but is not limited to sex, pregnancy, childbirth or medical conditions related to childbirth, and gender-related self-identity which can be shown by evidence such as medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity, or any other evidence that the gender-related identity is sincerely held. Vendors and Contractors are further encouraged to provide workplaces free of discrimination in terms of conditions of employment, including benefits.

27. Prohibited Communication

Offeror and its employees, agents, contractors and representatives are prohibited from lobbying City Council, the Mayor, City staff, selection committee members and City project consultants relative to Offeror's proposal or this solicitation until the solicitation selection and award processes have been completed. Non-compliance with this provision may result in disqualification of Offeror from consideration. Notwithstanding the foregoing, this provision shall not prohibit Offeror from (i) providing public comment in accordance with applicable laws and City policies at public meetings where public comment is permitted, (ii) making a presentation during a selection committee meeting if requested by the selection committee, or (iii) submitting a dispute or complaint in accordance with the requirements set forth in this solicitation.

28. Disputes and Complaints

All complaints or grievances should be first submitted orally or in writing to the Director of Procurement & Supply Management, who will take prompt remedial action. The Director of Procurement & Supply Management shall investigate the validity of the complaint and present the findings in writing to the Offeror. If the Offeror is dissatisfied with the Director of Procurement & Supply Management's remedies, Offeror may then make an appeal to the Mayor's office. Offerors appeal will be heard by either the Mayor or City Administrator. All complaints, grievances or appeals must be made no later than seven calendar (7) days preceding the date of the City Council meeting approving the Agreement or no later than seven calendar (7) days following the selecting of the successful Offeror if the Agreement does not need to be approved by City Council.

29. Living Wage

Living Wage Requirements. The living wage requirements set forth in St. Petersburg City Code Chapter 2, Article V, Division 8, as those requirements may be amended from time to time, (collectively, the "Living Wage Requirements") will be incorporated into the agreement between the City and the selected Offeror where applicable. Accordingly, where applicable, the selected Offeror shall (i) pay its employees for any hours worked pursuant to the

agreement in accordance with the Living Wage Requirements; (ii) comply with prohibitions on retaliation and discrimination set forth in the Living Wage Requirements; (iii) comply with the provisions for enforcement and construction set forth in the Living Wage Requirements; (iv) provide required reports and certification to the City in accordance with the Living Wage The selected Offeror must comply with the Living Wage requirements set forth in St. Petersburg City Code, Chapter 2, Article V, Division 8, as those requirements may be amended from time to time. The selected Offeror must certify compliance by executing the form included in this RFP or other means as specified herein.

30. Small Business Enterprise Program (SBE)

The City is committed to assisting Small Business Enterprises (SBEs), in accordance with Municipal City Code Chapter 2, Article V, Division 4, 2-269 to 2-272. The program's purpose is to foster growth in the economy and provide opportunities for small business. The City certifies SBEs for contracting and procurement opportunities in construction, goods and services, professional services, and supplies.

A business must be independently owned, operated and controlled, and not dominant in its field of operation and must meet the following criteria: serve a commercially useful function; been in operation for at least one year; has 50 full time employees or less; annual sales volume of \$8 million or less for construction; domiciled in Pinellas, Hillsborough, Pasco, Manatee, or Polk counties; and must be certified by the City's Greenhouse.

31. Financial Resources

Offerors selected for short-listing in the evaluation shall be required to provide documentation of their financial resources for providing services and meeting other financial obligations. Such documentation shall include a copy of Offeror's most recent year's audited financial statement summaries and the notes to the financial statement, or an individual tax return and personal financial statement of net worth for the most recent year if Offeror is an individual proprietor.

32. Health In All Policies

Pursuant to Executive Order EO-2018-04, it is the policy of the City to apply the consideration of health, health impacts, and the social determinants of health to the City's decision-making, including the delivery of services and procurement of supplies and construction. Contractors are encouraged to propose services, supplies and construction that promote health to the greatest extent practicable in their responses to City solicitations. Contractors are further encouraged to provide workplaces that promote the health and well-being of their employees.

33. Wage Theft

The City is committed to eliminating the underpayment or nonpayment of wages earned by persons working in the City of St. Petersburg. It is the policy of the City to engage the selected Offeror in support of the provisions set forth in Municipal City Code Article III, Chapter 15, Sections 15-40 through 15-46 (Ordinance No. 161-H). As such, the City is authorized to direct proactive investigations of designated industries or employers in response to reports of alleged violations of this Article from employees, residents, organizations, or employers.

PART C

Base Agreement Provision

**BASE AGREEMENT SETTING FORTH
THE MINIMUM REQUIREMENTS**

The City reserves the right to add or modify the terms and conditions at any time prior to the final execution of an agreement. The Contractor will be given the opportunity to take exception to any additional or modified term or condition in the same manner as set forth in the solicitation documents.

PART D

Special Provisions for Services

1. Identification of Employees

Contractor's employees shall wear uniforms or company identification badges displaying contractor's name and employee's name at all time while on city property.

2. e-Payables

The city's preferred method for invoice payment is electronic remittance of invoices via designated credit account assigned to Contractor instead of paper checks. Contractor is encouraged to adopt the city's electronic payment option, which is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the city's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

3. Ghost Card Payment

Where practicable, the City may process all payments under the Agreement by Ghost Card (virtual City credit card). Ghost Card payments are electronic purchasing-card-based payments to the Contractor through City issued virtual accounts. Reconciliation occurs through the Contractor's standard point-of-sale terminals instead of through individual invoices and checks, after fulfillment of a City-issued purchase order. Ghost Cards shall have effectivity dates and authorization for specific supplies, services and users pursuant to the terms of the Agreement. Unauthorized purchases will be the responsibility of the Contractor.

4. Multiple Source Award

A multiple source award may be issued when awarded to two (2) or more Contractors for similar products when necessary for adequate delivery, service, or product compatibility. Multiple source awards shall not be made when a single award will meet the City's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the offers. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

5. Product Labels and MSDS

Contractor shall provide, prior to beginning work, manufacturer's labels and MSDS information for all chemicals to be used in the performance of Agreement. Manufacturer's labels must include (a) name and manufacturer of chemical; (b) customary use; (c) application process; (d) possible hazards; (e) special precautions; (f) emergency treatment in the event chemical is used improperly.

In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), MSDS information submitted must include: (a) chemical and common names of the substance; (b) hazards or risks in the use; (c) proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the substance; (d) emergency procedures for spills, fire, disposal and first aid; (e)

description, in lay terms, of the known specific potential health risks posed by the substance; (f) the year and month (if available) the MSDS information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

6. Orders and Invoices

a. Orders will be placed against this Agreement via E-mail, and shall be accompanied by Purchase Order Numbers. All open orders are accessible by Contractor for reconciliation through their online supplier profile.

b. Unless otherwise agreed to, all performance under this Agreement must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (1) Name of Contractor.
- (2) Agreement Number.
- (3) Purchase Order Number.
- (4) A description of services furnished or supplies delivered, including model number, National Stock Number (NSN) and City's item number.
- (5) Task/delivery order number.
- (6) Date of purchase.
- (7) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information).
- (8) Date of performance.

c. Invoices must be submitted to **ap@stpete.org** within the task/delivery order transmission issued against this Agreement. The Contractor's invoice must include, at a minimum, the following:

- (1) City's Agreement Release or Purchase Order numbers.
- (2) Name of Contractor.
- (3) Date of preparation.
- (4) Contractor's invoice number.
- (5) Address to which payment should be mailed.
- (6) City's Agreement Release or Purchase Order numbers.
- (7) A description of services furnished or supplies, including quantities, unit prices and extensions.
- (8) Discount payment terms.
- (9) Name of requesting department for whom the shipment was made.

7. Accessibility

Contractor shall fully inform itself regarding any peculiarities and limitations of the spaces available for the performance of work under this Agreement. Contractor shall exercise due and particular caution to determine that all parts of its work are made quickly and easily accessible.

8. Damage

a. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of Contractor or its employees, subcontractors and agents while working on the City's premises. Contractor shall be

responsible for restoring or replacing any equipment, facilities, and other property so damaged.

b. Contractor shall immediately report to the City any damages to the premises resulting from performance under this Agreement. Failure or refusal to restore or replace such damaged property will be a breach of this Agreement.

9. Completion of Work

If Contractor fails to comply with the conditions of this Agreement, or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of Contractor. The City may seek recourse including but not limited to, the provisions of the performance bond if such bond is required under the conditions of this Agreement.

10. Summary of Total Sales

Contractor shall furnish the Purchasing Department as requested, a detailed summary of sales. The sales summary shall include an itemized description of services or supplies delivered and dollar amount of each. Failure to provide this information within 30 calendar days following the request may result in Contractor being found in default.

11. Performance Evaluation

During this Agreement term, Contractor's performance will be evaluated on multiple criteria including service, quality, accessibility, responsiveness, documentation, skills, creativity and innovation, customer interfaces and flexibility. Non or substandard performance may be grounds for termination of this Agreement.

12. Insurance Certificate Maintenance

Expiration notifications for the City's insurance certificates are managed by an authorized third party firm on behalf of the City. The firm shall contact the Contractor directly via email to request updated certificates prior to expiration. Contractor shall respond directly to the firm as requested.