

Agreement

THIS AGREEMENT (“**Agreement**”) is made and agreed to by and between Port Consolidated Inc. (“**Vendor**”) and the City of St. Petersburg, Florida (“**City**”) (collectively, “**Parties**”).

1. **Sale of Goods.** The City may purchase from Vendor any of the goods set forth or described in the attached CSP BPA FORM or CSP CPA FORM, as applicable (“**BPA/CPA Form**”) or any attachment to the BPA/CPA Form (if such attachment is specifically referenced in the BPA/CPA Form), as applicable (“**Goods**”), in the quantities desired by the City. Any such Goods and quantities will be set forth in individual purchase orders issued by the City (individually, “**Purchase Order**” and collectively, “**Purchase Orders**”). The Purchase Orders will be incorporated herein by reference upon issuance.

2. **Components.**

A. Except as otherwise provided in paragraph 29 of this Agreement, the agreement components are this Agreement, any Purchase Order issued by the City pursuant to this Agreement, including any attachments to the Purchase Order if such attachments are specifically referenced in the Purchase Order, and the following documents, which are made a part hereof by reference (“**Other Documents**”):

- (i) Invitation for Bid No. 25 - 216 dated May 20, 2025 (“**Document 1**”)
- (ii) Vendor response dated June 5, 2025 (“**Document 2**”)

B. In the event of an inconsistency or conflict between or among the documents referenced in paragraph 2A, the following order of precedence governs (except as provided in paragraph 29 of this Agreement): (i) this Agreement, (ii) the Purchase Order, exclusive of any attachments; (iii) any attachments to the Purchase Order if such attachments are specifically referenced in the Purchase Order, then (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2, Document 2 governs over Document 3, etc.).

3. **Payment.**

- A. **Pricing.** Provided Vendor faithfully performs its obligations contained herein and the City has accepted the Goods in accordance with this Agreement, the City shall pay Vendor for the Goods set forth in the applicable Purchase Order in accordance with this Agreement pursuant to the unit prices set forth or described in the BPA/CPA Form or in an attachment to the BPA/CPA Form (if such attachment is

specifically referenced in the BPA/CPA Form, as applicable) (“**Unit Prices**”), an amount not to exceed the total set forth in the BPA/CPA Form (“**Agreed Amount**”). The Agreed Amount is inclusive of all delivery costs and Vendor’s warranty obligations under this Agreement. The Unit Prices and the Agreed Amount may be increased only in strict accordance with this Agreement.

- B. Invoices. Vendor shall invoice the City upon each delivery of Goods or portion thereof. Vendor shall not invoice the City for any Goods prior to the delivery of such Goods. All invoices must be submitted to ap@stpete.org and must contain the following information:
1. City’s Purchase Order number,
 2. Name of Vendor,
 3. Date of preparation of invoice,
 4. Vendor’s invoice number,
 5. Address to which the City is to send payment,
 6. A description of the Goods, including quantities, unit prices, and extensions,
 7. Discount payment terms, if applicable, and
 8. Name of requesting City department for whom the Goods were shipped.
- C. Payment. If the City accepts the Goods described in each invoice in accordance with this Agreement, the City shall pay each invoice in accordance with the Local Government Prompt Payment Act.
- D. Discounts. If the City is entitled to a discount for the early payment of invoices, the discount period will commence on the date of the City’s receipt of an invoice submitted in compliance with the requirements of this Agreement. If an adjustment to payment is necessary due to damage to the Goods, the discount period commences on the date the City accepts the Goods in accordance with this Agreement.
- E. Firm Prices. Vendor warrants that the Unit Prices will remain firm for the initial Twelve-Month Period (as defined below).
- F. Price Escalation/De-Escalation. After the initial Twelve-Month Period, Vendor and the City may make a request for an adjustment of the Unit Prices in accordance with the procedures set forth in the Other Documents and any specifically referenced attachments to the CPA/BPA Form by submitting such request in writing to the other party. Such request must include a written explanation and detailed supporting documentation as justification for such adjustment of the Unit Prices. Increases in the Unit Prices will not be effective except if agreed to in writing by both Parties. Any adjustment to the Unit Prices will establish the new base Unit Prices from which any subsequent price adjustment will be calculated.

4. **Delivery.**

- A. Date and Location. The Goods must be delivered to the shipping location set forth in the Purchase Order in accordance with the delivery date(s) specified in the Purchase Order. Time is of the essence as to Vendor's obligation to deliver the Goods in accordance with this Agreement.
- B. Documentation. Unless otherwise agreed to by the City in writing, all deliveries made by Vendor pursuant to the Purchase Order must be accompanied by delivery tickets or sales slips which must contain the following information:
 - (i) Name of Vendor,
 - (ii) Purchase Order Number,
 - (iii) Description of Goods delivered (including model number and City's inventory item number if applicable),
 - (iv) Quantity of each of the Goods, and
 - (v) Date of shipment of the Goods.
- C. Default. In the event Vendor fails to deliver the Goods in accordance with the delivery date(s) specified in the applicable Purchase Order, the City may order substitute goods from another vendor and recover from Vendor as damages the difference between the cost of cover and the price of the Goods under this Agreement. The City may also recover from Vendor any incidental or consequential damages. Failure of the City to effect cover does not bar it from any other remedy.
- D. Third-Party Delivery. The Vendor may use a third party to deliver any Goods without prior approval of the City if the Vendor guarantees that the applicable third party has insurance coverage that meets or exceeds the following:
 - (i) Commercial general liability insurance in an amount of at least \$1,000,000 per occurrence, \$2,000,000 aggregate in occurrences form. This policy must include coverage for (i) bodily injury; (ii) property damage; (iii) personal and advertising injury; (iv) products and completed operations; and (v) contractual liability under the Agreement.
 - (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired, and non-owned vehicles.
 - (iii) Workers' compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

- 5. **Term.** This Agreement commences on the Effective Date set forth in the BPA/CPA Form, and terminates on the End Date set forth in the BPA/CPA Form ("**Term**"), unless this Agreement is earlier terminated or later renewed as provided for herein. The City reserves

the right to extend this Agreement for the renewal period set forth in the Supplier Notes on the BPA/CPA Form, if applicable, provided such extension is mutually agreed to by both Parties in writing. References in this Agreement to “Term” shall include the initial term and all renewal terms. All references to a “**Twelve-Month Period**” shall mean the initial twelve (12) month period beginning on the Effective Date, and all consecutive twelve (12) month periods thereafter throughout the Term.

6. **Inspections and Acceptance.**

- A. Inspection. The City has a right to inspect the Goods within a reasonable time not to exceed ten (10) business days after delivery to determine whether the Goods conform to the Specifications (as defined herein).
- B. Acceptance. The City shall accept the Goods delivered pursuant to each Purchase Order if all of the Goods for that Purchase Order fully conform to the Specifications and the requirements of this Agreement.
- C. Nonconforming Goods. The City will notify Vendor within fifteen (15) business days of the City’s receipt of the Goods of any discovery by the City of non-conformance of any of the Goods with the Specifications (“**Non-conformance**”). Vendor shall correct the Non-conformance or exchange the defective Goods with replacement Goods within a reasonable time mutually agreed to by the Parties, at no additional cost to the City. Vendor’s failure to timely correct any Non-conformance is grounds for the City to reject and return to Vendor any or all Goods delivered pursuant to the Purchase Order at no additional cost to the City. In the event the City rejects any or all of the Goods due to Non-conformance, the City may order substitute goods from another vendor and recover from Vendor as damages the difference between the cost of cover and the price of such Goods under this Agreement. The City may also recover from Vendor any incidental or consequential damages. Failure of the City to effect cover does not bar it from any other remedy.

7. **Warranties.**

- A. Scope. In addition to any other warranties that may exist, including but not limited to any warranties set forth in the BPA/CPA Form, applicable Purchase Orders (including any attachments thereto) and any warranties offered or accepted by Vendor in the Other Documents, Vendor warrants that as of the City’s acceptance of the Goods, the Goods will (i) conform to the specifications set forth or described in the Purchase Order (including any attachments thereto) or the specifications set forth in the Solicitation Documents, if any (“**Specifications**”); (ii) be free from defects in materials and workmanship; and (iii) be fit for the purpose for which such Goods are ordinarily employed and, if applicable, for the purpose(s) set forth in the Solicitation Documents. Vendor further warrants that the Goods will function and

perform properly, as determined by the City, for a period of twelve (12) months after the City's acceptance of the Goods. To the extent longer warranty periods are set forth in the BPA/CPA Form, a Purchase Order (including any attachments thereto) or the Other Documents, such longer warranty periods apply.

- B. **Remedy.** In the event the City discovers during the applicable warranty period that the Goods or any portion or parts thereof were not as warranted, the City shall notify Vendor within ten (10) business days after discovery, and Vendor shall repair or replace the defective Goods or parts at no cost to the City within a reasonable time mutually agreed to by the Parties. Repaired or replaced Goods or parts will be warranted as new Goods are warranted pursuant to this Agreement. This paragraph may not be construed to limit the remedies available to the City, including but not limited to the City's right to recover incidental or consequential damages from Vendor in the event Vendor fails to meet the warranty obligations set forth herein.
8. **Termination.** This Agreement may be terminated at any time by the City for convenience upon thirty (30) days' written notice to Vendor. Further, the City may terminate this Agreement as provided in Florida Statute sections 287.135 and 448.095. Termination of this Agreement acts as a termination of the BPA/CPA Form, the Purchase Orders (including attachments thereto), and the Other Documents.
9. **Title and Risk of Loss.** Title to and risk of loss in the Goods remains with Vendor until the City takes possession and accepts the Goods in accordance with this Agreement.
10. **Clear Title.** Vendor shall deliver the Goods to the City with clear title and free of all liens, claims, or encumbrances of any kind.
11. **Non-Exclusive Agreement.** This Agreement imposes no obligation on the City to utilize Vendor for the exclusive purchase of all goods of this type. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar goods if it deems such action to be in the City's best interest.
12. **Contract Adjustments.**
 - A. The City may make additions, deletions or modifications to the Goods ordered under any Purchase Order ("**Contract Adjustments**") in whatever manner the City determines to be reasonably necessary and without Vendor's consent at any time before Vendor sends such Goods out for delivery; provided, however that the City may modify the Purchase Order at any time after Vendor sends such Goods out for delivery through a writing agreed to by both Parties ("**Change Orders**").
 - B. There may be no increase in the Unit Prices or the Agreed Amount on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Vendor or its employees, agents

or subcontractors to properly perform their obligations and functions under this Agreement.

- C. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Unit Prices or the Agreed Amount except pursuant to a Change Order agreed to in writing by both Parties.
13. **Notices.** Unless and to the extent otherwise provided for in this Agreement, all notices, demands, requests for approvals and other communications that are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, or upon the date delivered by overnight courier (signature required) to the address(es) for each party set forth in the BPA/CPA Form.
14. **Indemnification.**
- A. Vendor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “**Indemnified Parties**”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “**Claims**”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- (i) The performance of the requirements set forth in this Agreement by Vendor, its employees, agents, representatives or subcontractors; or
 - (ii) The failure of Vendor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as hereinafter defined); or
 - (iii) Any negligent act or omission of Vendor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - (iv) Any reckless or intentional wrongful act or omission of Vendor, its employees, agents, representatives, or subcontractors; or

- (v) Any infringement or alleged infringement of the Goods, the City's use of the Goods (provided that Vendor was notified of the City's intended use or provided that such use is customary for goods of that type) or any materials or parts contained in the Goods upon any copyright, trademark, patent, or trade secret right of any party.
 - B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Vendor pursuant to this Agreement or otherwise obtained by Vendor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.
15. **Insurance.**
- A. Vendor shall maintain the following types and amounts of insurance throughout the Term of this Agreement at its own expense:
 - (i) Commercial General Liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
 - (ii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
 - B. All of Vendor's insurance policies, except Workers' Compensation (and Professional Liability), must name the Indemnified Parties as additional insureds.
 - C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
 - D. Vendor shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Vendor shall provide copies of current policies with all applicable endorsements.
 - E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.

- F. If the insurance carried by the Vendor has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, will be deemed to be the requirement in this Agreement. If the Vendor's insurance limits are greater than the minimum limits set forth herein, then the Vendor's insurance limits will be deemed to be the required limits in this Agreement.
 - G. Vendor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or Claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
 - I. Vendor shall ensure that any third party performing delivery of the Goods meets the requirements identified in paragraph 4D.
16. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
17. **Compliance with Laws.** Vendor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "**Laws**") including but not limited to Florida Public Records laws. Vendor shall also comply with all applicable City policies and procedures. Vendor hereby makes all certifications required under Florida Statute section 287.135.
18. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
19. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("**Permitted Delay**"), such party will be excused from any obligations affected by the delay for the period of time equivalent to the

delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

20. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
21. **Assignment.** Vendor shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement that is contrary to this paragraph is void and confers no rights upon the assignee.
22. **Subcontract.** Except as otherwise set forth in paragraph 4D, the hiring or use of outside services or subcontractors in connection with the performance of Vendor's obligations under this Agreement is not permitted without the prior written approval of the City. The City's approval of outside services or subcontractors may be withheld by the City in its sole and absolute discretion. Vendor shall promptly pay all subcontractors and suppliers.
23. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
24. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Vendor and its professional advisors. The City, Vendor and Vendor's professional advisors believe that this Agreement expresses the Parties' agreement and that this Agreement should not be interpreted in favor of either the City or Vendor or against the City or Vendor merely because of the Parties' efforts in preparing it.
25. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Vendor may refer to the City in client lists.
26. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

27. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
28. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, any person or entity that is not a party to this Agreement may not claim any benefit hereunder or as a third party beneficiary hereto.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them. Any conflicting terms or conditions or any terms or conditions related to attorneys' fees, disclaimer of warranties, or indemnification set forth by Vendor in the Other Documents, a quote, invoice, or any other communication or document are void and of no effect, even if such communication or document is attached to this Agreement or the BPA/CPA Form, or any Purchase Order. This Agreement may be modified only if such modification is approved in writing by both Parties.
30. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in a writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement may be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Vendor does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
31. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
32. **Survival.** All obligations and rights of the Parties arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to Vendor's warranty obligations and those obligations and rights related to indemnification, survive such expiration or earlier termination.
33. **Release Limits.** In the event that any Purchase Order exceeds the individual purchase limit set forth in the BPA/CPA Form ("**Release Limit**"), Vendor shall immediately notify the City's Procurement & Supply Management Department (email is an acceptable form of notice for the purposes of this paragraph) that it has received a Purchase Order exceeding the Release Limit. If Vendor delivers Goods pursuant to any Purchase Order that exceeds

the Release Limits without first notifying the City's Procurement & Supply Management Department in accordance with this paragraph, the City reserves the right to cancel any such Purchase Order and return any or all Goods ordered pursuant to that Purchase Order at no additional cost to the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

VENDOR: Port Consolidated Inc.

Signed by:
By: Yelitza Hansen
D7092B3E969F4C4...

Print: Yelitza Hansen

Title: Business Consultant

CITY OF ST. PETERSBURG, FLORIDA:

ATTEST

DocuSigned by:
By: Steven Poceous
C7C01BA1F03944C...

Printed: Steven Poceous

Title: Purchasing Manager

On behalf of Stephanie Scarbrough, Director
Procurement & Supply Management

(SEAL)



Signed by:
[Signature]
7FF225B720CF4B2
City Clerk (Designee)

Approved as to Form and Content:

DocuSigned by:
Benjamin James
98DA1C8F48B09420
City Attorney (Designee)

00802081 GOOD-02. Equipment/Goods (multi-year purchase) 4/7/25

#IFB- 25 - 216

Title: Oils and Lubricants

1. **Scope of Work**

1.1. Intent

The City of St. Petersburg is seeking responses from qualified vendors to provide various types of oils and lubricants on as-needed basis.

1.2. Contract Term

The term of the agreement will be for three years from date of the executed agreement, and may, by mutual agreement of the parties, be renewed for a period not to exceed the initial contract term and if, needed, ninety (90) days beyond the expiration date of the current contract period.

1.3. Estimated Annual Expenditure

It is estimated that approximately \$400,000 may be purchased annually under this solicitation. This is an estimate only and may vary.

1.4. Minimum qualifications/Contractor Qualifications for Construction

At a minimum, Vendor must meet the following qualifications:

- A. Have been in the business of providing oils and lubricants as described herein for a minimum of 3 years.
- B. Have the ability to obtain the minimum insurance requirements set for in the base agreement.
- C. Classify City's 'first responder' requirements as per any governmental preference, decree, directive or emergency law by local, county, state or Federal officials.
- D. Vendor must be available during the evenings, weekends, holidays and perform emergency deliveries, as needed and at no additional cost.
- E. Accept verbal orders from master blanket purchase agreement without written or electronic confirmation during emergencies.
- F. Additional charges including but not limited to drum deposits or waste charges are not allowed.
- G. Material safety data sheets (MSDS) for each product as required by Occupational Safety Health Administration (OSHA) requirements, Environmental Protection Agency (EPA), federal, state or local law
- H. Vendor must have the ability to invoice individual departments with city-wide consolidated reporting capabilities.
- I. Vendor must resolve any discrepancies in invoicing within five days of notification.

1.5. Vendor Responsibilities

At a minimum, Vendor shall provide and meet the following responsibilities:

- A. Vendor shall be responsible for all direct costs associated with but not limited to product spills or delivery of incorrect product delivered.

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Title: Oils and Lubricants

- B. Vendor shall not dispose of any oils, lubricants or other petroleum products on City property, nor into drains, storm drains, sewer systems, or into refuse containers.
- C. Vendor must remove and dispose of their empty drums at no charge to the City.
- D. Contractor shall be responsible for payment of any fees, fines, or penalties assessed against the City for its disposing of oils, lubricants and other petroleum products. Improper disposal of petroleum products may be grounds for termination of this Agreement.
- E. Vendor shall provide a dedicated account manager who is available during normal business hours to administer the agreement.
- F. Vendor must notify the City within five days of any changes in the account manager or servicing representative and provide updated contact information.
- G. Vendor shall provide on-going training, at least one time per year, to its service/delivery personnel related to oil and lubricant deliveries including, but not limited to OSHA requirements, EPA, Florida statutes, and standard industry work practices.
- H. Vendor shall leave a metered delivery ticket at each delivery location listing the total amount of gallons pumped, type of fuel delivered, date and time of delivery and printed name and signature of City representative at delivery location.
- I. Vendor must provide all labor, materials, supervision, tools, equipment and vehicles necessary to furnish and deliver oils and lubricants to various City locations including Odessa, FL.

1.6. City's Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

- A. City shall provide a point of contact (City Project Manager) to administer the Agreement.
- B. City Project Manager shall assist with planning, strategy, and objectives prior to performance of the Work.
- C. City Project Manager shall promptly respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.

1.7. Product Requirements

Oils and lubricants supplied shall meet the requirements, as applicable, per the specifications listed for each product, as amended, at time of delivery:

- A. All oil barrels and pails must possess an intact refinery seal, a valid production lot number and a legible label clearly indicating the type and weight of the oil.
- B. Refinery sealed means sealed at the refinery company's owned or operated blending plant and is not repackaged by another company or by the awarded Contractor.
- C. Oils and lubricants must be new (virgin), not recycled, of premium quality and free from contaminants.

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Title: Oils and Lubricants

- D. National brands only, no house brands will be accepted.
- E. All product delivered must meet or exceed the specifications and quality level specified. Any product rejected for deficient quality will be returned by the City and Contractor shall issue full credit within five business days.



City of St. Petersburg
Procurement
Stephanie Scarbrough, Director of Procurement and Supply Management
P.O. Box 2842, St. Petersburg, FL 33731

[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT

IFB No. IFB- 25 - 216

Oils and Lubricants

RESPONSE DEADLINE: June 10, 2025 at 3:00 pm

Report Generated: Friday, July 25, 2025

Port Consolidated Inc Response

CONTACT INFORMATION

Company:
Port Consolidated Inc

Email:
yhansen@portconsolidated.com

Contact:
YELITZA HANSEN

Address:
3141 SE 14TH AVE
FT LAUDERDALE, FL 33316

Phone:
(305) 450-4685

Website:
www.portconsolidated.com

Submission Date:
Jun 5, 2025 12:55 PM (Eastern Time)

[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT
IFB No. IFB- 25 - 216
Oils and Lubricants

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. General Information

IS THE VENDOR REGISTERED WITH THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (SUNBIZ) IN ACCORDANCE WITH FLORIDA STATUTE §607.1501?*

Pass

Yes

IS THE VENDOR A CITY OF ST. PETERSBURG CERTIFIED SBE? *

Pass

If you have submitted an application and it is pending, please send an email to osd@stpete.org. In the subject line- provide the solicitation number and due date.

No

IS THE VENDOR A CITY OF ST. PETERSBURG CERTIFIED MWBE? *

Pass

If you have submitted an application and it is pending, please send an email to osd@stpete.org. In the subject line- provide the solicitation number and due date.

No

ADDRESS FOR HEADQUARTERS LOCATION.*

[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT

IFB No. IFB- 25 - 216

Oils and Lubricants

Pass

3141 SE 14 Ave Fort Lauderdale, FL. 33316

ADDRESS OF OFFICE PROVIDING SERVICE, IF DIFFERENT THAN ABOVE.

Pass

5007 Denver St, Tampa FL 33619

CONTACT INFORMATION FOR CONTACT PERSON.*

Pass

This person must be capable of committing the company to an agreement with the City.

- Name
- Title
- Phone
- Email

Yelitza Hansen

Business Consultant

Port Consolidated, Inc.

Mobile: 305-450-4685

Email: yhansen@portconsolidated.com

DESCRIPTION OF NATURE OF COMPANY'S BUSINESS.*

Pass

[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Oils and Lubricants

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[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT

IFB No. IFB- 25 - 216

Oils and Lubricants

Supplier of fuels, lubricants, and additives in the state of Florida

<https://www.portconsolidated.com/>

YEAR THE COMPANY WAS FOUNDED. *

Pass

1967

NUMBER OF YEARS COMPANY HAS OPERATED UNDER THE CURRENT NAME. *

Pass

25

NUMBER OF YEARS COMPANY HAS BEEN IN THE PRESENT BUSINESS. *

Pass

58

COMPANY'S BANK OF RECORD. *

Pass

TRUIST BANK

DESCRIBE ANY LITIGATION THAT THE VENDOR HAS BEEN A PARTY TO IN THE LAST FIVE YEARS WHERE IT WAS ALLEGED THAT THE OFFEROR BREACHED A CONTRACT FOR SIMILAR SERVICES WITH A CLIENT/CUSTOMER AND DESCRIBE ANY CONTRACTS FOR SIMILAR SERVICES THAT THE VENDOR FAILED TO COMPLETE FOR SIMILAR SERVICES. DESCRIBE THE FACTS AND STATUS OF ANY SUCH LITIGATION OR CONTRACT. *

Pass

Type N/A if not applicable.

[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT

IFB No. IFB- 25 - 216

Oils and Lubricants

N/A

IDENTIFY ANY GOVERNMENT ENTITY THAT HAS DEBARRED OR OTHERWISE PROHIBITED THE VENDOR FROM RESPONDING TO ITS COMPETITIVE SOLICITATIONS WITHIN THE LAST FIVE YEARS. DESCRIBE THE CIRCUMSTANCES SURROUNDING SUCH DEBARMENT OR OTHER PROHIBITION. *

Pass

Type N/A if not applicable.

N/A

THE VENDOR ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND WILL COMPLY WITH FLORIDA STATUTE §448.095 PERTAINING TO REQUIRED USE OF THE U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY SYSTEM. SHOULD THE CITY TERMINATE THE CONTRACT WITH THE VENDOR FOR VIOLATION OF §448.095, VENDOR MAY NOT BE AWARDED A CONTRACT WITH THE CITY FOR AT LEAST ONE YEAR. *

Pass

Confirmed

THE VENDOR ACKNOWLEDGES THAT ITS SOLICITATION RESPONSE IS SUBJECT TO PUBLIC RECORDS LAWS (CHAPTER 119, FLORIDA STATUTES). *

Pass

Confirmed

WILL VENDOR ALLOW OTHER AGENCIES TO PIGGYBACK THE CONTRACT IF AWARDED? *

Pass

Yes

THE VENDOR HEREBY MAKES ALL CERTIFICATIONS REQUIRED BY FLORIDA STATUTE §287.135 RELATED TO SCRUTINIZED COMPANIES. *

[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT

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Oils and Lubricants

Pass

Yes

IS VENDOR REQUIRED TO PROVIDE ANY DISCLOSURES TO THE CITY REGARDING A FOREIGN COUNTRY OF CONCERN PURSUANT TO FLORIDA STATUTES §286.101 (3)(A)? *

Pass

No

IF YES, PLEASE PROVIDE THE DISCLOSURE(S) IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTE §286.101 (3)(A).
No response submitted

THE VENDOR CERTIFIES THAT IT TAKES NO EXCEPTIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION.*

Pass

No

IF EXCEPTIONS ARE TAKEN, SPECIFY IN SPACE BELOW.

No response submitted

HAS THE VENDOR IDENTIFIED ANY TRADE SECRETS OR CONFIDENTIAL INFORMATION IN ITS SOLICITATION RESPONSE?*

Pass

No

IF YES TO THE ABOVE QUESTION, PLEASE UPLOAD YOUR REDACTED PROPOSAL HERE.

No response submitted

[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT

IFB No. IFB- 25 - 216

Oils and Lubricants

IS VENDOR REQUIRED TO PROVIDE ANY DISCLOSURES TO THE CITY REGARDING A FOREIGN COUNTRY OF CONCERN PURSUANT TO FLORIDA STATUTES SECTION 286.101 (3) (A)? *

Pass

No

DOES THE VENDOR AND ALL SUBCONTRACTORS POSSESS ALL CITY, COUNTY, OR STATE APPROVED CERTIFICATIONS(S)/LICENSES(S) REQUIRED TO PERFORM THE WORK? *

Pass

Yes

DOES THE VENDOR HAVE THE NECESSARY PERSONNEL, FACILITIES, EQUIPMENT, ABILITY, EXPERIENCE, FINANCIAL RESOURCES AND SPECIAL QUALIFICATIONS TO PERFORM WORK IN A SATISFACTORY MANNER WITHIN THE TIME SPECIFIED? *

Pass

Yes

I CURRENTLY HAVE THE REQUIRED INSURANCE COVERAGE AS SPECIFIED IN THE SOLICITATION AND WILL BE ABLE TO PROVIDE A CERTIFICATE OF INSURANCE IF AWARDED. *

Pass

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Pricing on all items below shall include delivery:	1	EA	\$0.00	\$0.00

[PORT CONSOLIDATED INC] RESPONSE DOCUMENT REPORT
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 Oils and Lubricants

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Bulk Oil: 0W20 Full Synthetic	1	EA	\$7.00	\$7.00
3	Bulk Oil: 5W20 Synthetic Blend	1	EA	\$5.50	\$5.50
4	Bulk Oil: 5W30 Synthetic Blend	1	EA	\$5.50	\$5.50
5	Bulk Oil: 15W40 Synthetic Blend	1	EA	\$7.08	\$7.08
6	Bulk Oil: 15W40 Low Ash	1	EA	\$8.80	\$8.80
7	Bulk Oil: Full Synthetic Multi-Vehicle ATF	1	EA	\$10.50	\$10.50
8	Bulk Oil: Transynd 668	1	EA	\$36.35	\$36.35
9	Bulk Oil: Dextron III	1	EA	\$7.25	\$7.25
10	Bulk Oil: Multitrac	1	EA	\$7.55	\$7.55
11	Bulk Oil: AW-68	1	EA	\$5.64	\$5.64
12	Drum: 15W40 Low Ash	1	EA	\$596.75	\$596.75
13	Drum: 15W40 Synthetic Blend	1	EA	\$546.07	\$546.07
14	Drum: Red Grease NLGI #2 JT-6	1	EA	\$1,299.00	\$1,299.00
15	Drum: Trans Gard HD 10W	1	EA	\$578.00	\$578.00
16	Drum: Transynd 668	1	EA	\$1,998.50	\$1,998.50
17	Drum: AW-68	1	EA	\$368.50	\$368.50

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Keg: 80-140 LS Full Synthetic Gear Oil	1	EA	\$422.85	\$422.85
19	Keg: 85-140 GL-5 Gear Oil	1	EA	\$249.60	\$249.60
20	Keg: Red Grease NLGI #2 JT-6	1	EA	\$398.50	\$398.50
21	Pail: Red Grease NGLI #2 JT-6	1	EA	\$139.50	\$139.50
22	Tube: Red Grease NGLI #2 JT-6	1	EA	\$49.99	\$49.99
TOTAL					\$6,748.43