



IFB- 25 - 216

OILS AND LUBRICANTS

**City of St. Petersburg**

P.O. Box 2842

St. Petersburg, FL 33731

RELEASE DATE: May 20, 2025

DEADLINE FOR QUESTIONS: June 4, 2025

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/stpete>

City of St. Petersburg  
Oils and Lubricants

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A - Agreement

## 1. Introduction

### 1.1. [Summary](#)

The City of St. Petersburg is seeking bids from a qualified vendor to supply and deliver various types of oils and lubricants on an as-needed bases.

### 1.2. [Background](#)

The City requires a continuous supply of oil and lubricant products for its various fleet and machinery needs for several departments including Fleet Management, Golf Courses, Sanitation, Water Resources and COSME's Water Treatment Plant located in Odessa, FL.

The City is classified as a first responder for its fire and rescue, police, and sanitation vehicles for debris removal, health and safety purposes as well as generators for water treatment for potable water supply and reclamation facilities.

### 1.3. [Contact Information](#)

**Tanner Green**

Procurement Analyst

One 4th street N

St. Petersburg, FL 33731

Email: [tanner.green@stpete.org](mailto:tanner.green@stpete.org)

Phone: [\(727\) 551-3552](tel:(727)551-3552)

**Department:**

Fleet

### 1.4. [Timeline](#)

*\*Timeline is subject to change*

<b>Solicitation Published</b>	May 20, 2025
<b>Deadline for Questions</b>	June 4, 2025, 3:00pm
<b>Deadline for Question Response</b>	June 6, 2025, 3:00pm
<b>Deadline for Submittals</b>	June 10, 2025, 3:00pm

## **2. Solicitation Information**

### **2.1. Submission or Receipt of Bid**

Bids will be received through the [City's online bidding system](#) no later than 3:00 pm on Tuesday, June 10, 2025.

### **2.2. Standard for Award**

The City will award to one vendor by written notice to the lowest responsible and responsive Vendor.

### **2.3. Bid Evaluation**

Bids will be unconditionally accepted without alteration or correction unless the Procurement Director permits the correction or withdrawal of inadvertently erroneous bids. Bids will be evaluated based on the requirements and specifications set forth in the scope.

### **2.4. Submittal Requirements**

The following documents are required to be considered responsive:

- Complete Cost Proposal

### 3. Vendor Questionnaire

#### 3.1. General Information

3.1.1. *Is the Vendor registered with the Florida Department of State, Division of Corporations (Sunbiz) in accordance with Florida Statute §607.1501?\**

- ☐ Yes  
☐ No

\*Response required

3.1.2. *Is the Vendor a City of St. Petersburg certified SBE? \**

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

- ☐ Yes  
☐ No

\*Response required

3.1.3. *Is the Vendor a City of St. Petersburg certified MWBE? \**

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

- ☐ Yes  
☐ No

\*Response required

3.1.4. *Address for Headquarters location.\**

\*Response required

3.1.5. *Address of office providing service, if different than above.*

3.1.6. *Contact Information for Contact Person.\**

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

- Name
- Title
- Phone
- Email

\*Response required

3.1.7. *Description of nature of company's business.\**

\*Response required

3.1.8. *Year the Company was Founded.\**

\*Response required

3.1.9. *Number of years company has operated under the current name.\**

\*Response required

*3.1.10. Number of years company has been in the present business.\**

\*Response required

*3.1.11. Company's bank of record.\**

\*Response required

*3.1.12. 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. \**

Type N/A if not applicable.

\*Response required

*3.1.13. 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. \**

Type N/A if not applicable.

\*Response required

*3.1.14. 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.\**

☐ Please confirm

\*Response required

*3.1.15. The vendor acknowledges that its solicitation response is subject to Public Records laws (Chapter 119, Florida Statutes).\**

☐ Please confirm

\*Response required

*3.1.16. Will vendor allow other agencies to piggyback the contract if awarded?\**

☐ Yes

☐ No

\*Response required

*3.1.17. The vendor hereby makes all certifications required by Florida Statute §287.135 related to scrutinized companies.\**

☐ Yes

☐ No

\*Response required

*3.1.18. Is vendor required to provide any disclosures to the City regarding a foreign country of concern pursuant to Florida Statutes §286.101 (3)(a)? \**

- ☐ Yes  
☐ No

\*Response required

*3.1.19. If YES, please provide the disclosure(s) in accordance with the requirements of Florida Statute §286.101 (3)(a).*

*3.1.20. The vendor certifies that it takes no exceptions to the terms and conditions of the solicitation.\**

- ☐ Yes  
☐ No

\*Response required

*3.1.21. If exceptions are taken, specify in space below.*

*3.1.22. Has the vendor identified any trade secrets or confidential information in its solicitation response?\**

- ☐ Yes  
☐ No

\*Response required

*3.1.23. If yes to the above question, please upload your redacted proposal here.*

*3.1.24. 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)? \**

- ☐ Yes  
☐ No

\*Response required

*3.1.25. Does the Vendor and all subcontractors possess all City, County, or State approved certifications(s)/licenses(s) required to perform the work? \**

- ☐ Yes  
☐ No

\*Response required

*3.1.26. 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? \**

- ☐ Yes  
☐ No

\*Response required

*3.1.27. I currently have the required insurance coverage as specified in the solicitation and will be able to provide a Certificate of Insurance if awarded. \**

☐ Please confirm

\*Response required



## 4. Scope of Work

### 4.1. Intent

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

### 4.2. 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.

### 4.3. 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.

### 4.4. 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.

### 4.5. 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.

- 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.

#### 4.6. 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.

#### 4.7. 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.

- 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.

## 5. Cost Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Pricing on all items below shall include delivery:	1	EA		
2	Bulk Oil: 0W20 Full Synthetic	1	EA		
3	Bulk Oil: 5W20 Synthetic Blend	1	EA		
4	Bulk Oil: 5W30 Synthetic Blend	1	EA		
5	Bulk Oil: 15W40 Synthetic Blend	1	EA		
6	Bulk Oil: 15W40 Low Ash	1	EA		
7	Bulk Oil: Full Synthetic Multi-Vehicle ATF	1	EA		
8	Bulk Oil: Transynd 668	1	EA		
9	Bulk Oil: Dextron III	1	EA		
10	Bulk Oil: Multitrac	1	EA		
11	Bulk Oil: AW-68	1	EA		
12	Drum: 15W40 Low Ash	1	EA		
13	Drum: 15W40 Synthetic Blend	1	EA		
14	Drum: Red Grease NLGI #2 JT-6	1	EA		
15	Drum: Trans Gard HD 10W	1	EA		
16	Drum: Transynd 668	1	EA		
17	Drum: AW-68	1	EA		
18	Keg: 80-140 LS Full Synthetic Gear Oil	1	EA		
19	Keg: 85-140 GL-5 Gear Oil	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20	Keg: Red Grease NLGI #2 JT-6	1	EA		
21	Pail: Red Grease NGLI #2 JT-6	1	EA		
22	Tube: Red Grease NGLI #2 JT-6	1	EA		
<b>TOTAL</b>					

## 6. General Terms

### 6.1. Vendor Registration

Vendor must register online with the City of St. Petersburg via their online sourcing system at <https://procurement.opengov.com/signup> and subscribe to City's Portal at <https://procurement.opengov.com/portal/stpete> for solicitation notifications. Prior to an award of an Agreement resulting from this solicitation, Vendor shall be registered with the Florida Department of State, Division of Corporations to do business within the State of Florida in accordance with Florida Statute 607.1501.

### 6.2. Solicitation Review

Vendors are required to carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material must be made in writing to the Procurement Analyst of record for this solicitation and received by the City at least 10 days before the solicitation submission deadline. This will allow issuance of any necessary addendum. 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 submission deadline.

### 6.3. Solicitation Response Preparation

Vendors are expected to examine this solicitation and all related documents. Failure to do so is at the Vendor's risk. Each vendor shall furnish the information required by this solicitation. Vendor(s) shall retain a copy of all documents for future reference. All solicitation responses must be submitted with the Vendor's legal name and by an officer or employee having the authority to bind the Vendor by his or her signature.

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

### 6.4. Questions

All questions must be submitted via City's online sourcing system's Question & Answer feature no later than 3:00 pm on Wednesday, June 4, 2025. Questions will be answered via City's online sourcing system no later than 3:00 pm on Friday, June 6, 2025. More complex questions may require a written addendum to the solicitation. Explanations or instructions will not materially alter this solicitation unless they are in writing. Oral explanations or instructions given before the award of an Agreement will not be binding. If necessary, a written addendum to this solicitation will be issued and posted on the City's online sourcing system at <https://procurement.opengov.com/portal/stpete/projects/166936> for download by Vendors.

### 6.5. Amendments

Any amendments issued for this solicitation will be posted as an addendum on the City's online sourcing system at <https://procurement.opengov.com/portal/stpete/projects/166936> and notifications will be released to vendors who are following the project by clicking "Follow". Vendors must submit their responses to the most current version of the solicitation as amended, if applicable.

### 6.6. Submission of Solicitation Responses

Solicitation responses will be received through the [City's online sourcing system](#). E-mail or in-person submittals will not be considered unless approved before the solicitation submission deadline by the

Procurement and Supply Management Director. Late proposals and modifications will not be considered; however, solicitation responses may be modified online at any time prior to the submission deadline. Failure to follow the instructions in this solicitation is cause for rejection of the submittal.

#### 6.7. Mistakes in the Solicitation

Solicitation responses may be modified or withdrawn in the online application portal prior to the time and date set for the solicitation opening. Correction or withdrawal of solicitation responses after the solicitation opening because of an inadvertent non-judgmental mistake in the solicitation requires careful consideration to protect the integrity of the competitive solicitation process and to assure fairness. If the mistake is attributable to an error in judgment, the solicitation response may not be corrected. Solicitation response corrections or withdrawals by reason of non-judgmental mistakes are permissible but only to the extent they are not contrary to the interest of the City or the fair treatment of other vendors.

#### 6.8. Information Designated a Trade Secret and/or Confidential and/or Proprietary

All solicitation responses (including all documentation and materials attached thereto 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. Solicitation responses (including all documentation and materials attached thereto or provided in connection with this solicitation (even if in a separate electronic file)) submitted to the City cannot be returned. **DO NOT LIST YOUR ENTIRE SOLICITATION RESPONSE AS TRADE SECRET AND/OR CONFIDENTIAL.** The City will not consider solicitation responses if the entire response is labeled a Trade Secret and/or Confidential and/or Proprietary.

If Vendor believes that its solicitation response 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, Vendor 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 Vendor 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 Vendor 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 Vendor agrees to defend and indemnify 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 Vendor'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 attorney's 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 the Vendor'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 Vendor to claim that any information in its solicitation response is a trade secret and/or confidential and/or proprietary, regardless of whether such information is labeled trade secret and/or confidential and/or proprietary. Vendor

acknowledges, understands, and agrees that all information in Vendor's solicitation response (not including information submitted in a separate electronic file and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section) will be disclosed, without any notice to Vendor, if a public records request is made for such information, and the City shall not be liable to Vendor for such disclosure.

Vendor acknowledges and understands that Vendor's proposal, including the information submitted in a separate electronic file and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section, will be distributed to the evaluation committee members, City staff, and City consultants to allow Vendor's entire solicitation response, including the information submitted in a separate electronic file, to be evaluated and considered for award of the Agreement. The entire contents of the Vendor's solicitation response, 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.

#### 6.9. Bonds

Vendors will need to furnish all bonds as indicated in the solicitation, if applicable.

#### 6.10. Cash Discounts

When the City is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Agreement, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

#### 6.11. Award

The solicitation will be awarded based on the requirements outlined in the scope, the criteria or factors identified in the solicitation, and the standard for award for the solicitation. The City reserves the right to accept or reject any or all parts of the solicitation response, waive informalities, and request re-solicitations on the services or products outlined in the scope. The City reserves the right to award the Agreement on a split-order, lump-sum, or individual item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

Pursuant to Florida Statute sec. 287.05701, the City will not request documentation of a Vendor's social, political, or ideological interests, consider such interests, or give preference to a vendor based on such interests.

#### 6.12. Acceptance Period

Unless otherwise specified in this solicitation, the solicitation response may be held by the City for a period of ninety (90) days after the submission deadline and will continue in full effect and not be subject to withdrawal during that period until an Agreement has been executed with a Vendor. If no Agreement has been executed within the ninety-day period, any solicitation response may be withdrawn or nullified by either the City or the Vendor, or be deemed to be confirmed and extended in time for as long as permitted by the Vendor submitting each solicitation response.



#### 6.13. Right to Reject

Vendors must comply with all the terms of the solicitation, all applicable provisions of the City of St. Petersburg City Code, and all applicable federal and state laws. The City may reject any solicitation response that does not comply with all material and substantive terms, conditions, and performance requirements of the solicitation.

The City may waive minor informalities that (i) do not affect responsiveness; (ii) are merely matter of form or format; (iii) do not change the relative standing or otherwise prejudice other vendors; (iv) do not change the meaning or scope of the solicitation; (v) are trivial, negligible or immaterial in nature; (v) do not effect a material change in the work; or (vi) do not constitute a substantial exclusion or modification of a requirement or provision in the solicitation.

#### 6.14. Vendor Complaints

All complaints or grievances should be first submitted in writing to the Procurement & Supply Management Director, by email at [Stephanie.Scarbrough@stpete.org](mailto:Stephanie.Scarbrough@stpete.org) or by mail to P. O. Box 2842, St. Petersburg, FL 33731 who will promptly investigate the validity of the complaint and present the findings in writing to the person who submitted the complaint.

#### 6.15. Protest

(a) All protests related to a solicitation or award must be first submitted in writing to the POD no later than seven (7) days preceding the date of the City Council meeting approving the contract, or no later than seven (7) calendar days following the selection of the successful bidder if the contract does not require City Council approval.

(b) The POD will consider the protest if it is timely filed and contains the following:

- (1) Sufficient information to identify the solicitation or award that is the subject of the protest;
- (2) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive or legally flawed;
- (3) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (4) The relief sought.

(c) If the protest meets the requirements of subsection (b) of this section, the POD will investigate the validity of the protest and present the findings in writing to the person or entity that submitted the protest. Otherwise, the POD will promptly notify the person or entity that submitted the protest that the protest is untimely or that the protest failed to meet the requirements of subsection (b) of this section and give the reasons for the failure.

(d) If the person or entity is dissatisfied with the POD's response, the person or entity may then make an appeal to the City Administrator, who will hear the appeal. The City may not establish appellate jurisdiction of the courts; however, if allowed by the Florida Rules of Appellate Procedure or other rule or judicial decision, the decision from the City Administrator is the final decision of the City and may be subject to judicial review in the manner provided by law.

#### 6.16. 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 (i) submit a solicitation response on an Agreement to provide any goods or services to a public entity, (ii) submit a solicitation response on an Agreement with a public entity for the construction or repair of a public building or public work, (iii) submit a solicitation response for leases of real property to a public entity, (iv) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with any public entity, or (v) 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.

#### 6.17. Nondiscrimination

Vendors for the City of St. Petersburg are required to comply with all applicable laws regarding discrimination in employment, including Pinellas County Code Section 70-53 (a)(1) (prohibiting discrimination in employment based on race, color, religion, national origin, gender, sexual orientation, age, marital status, or disability) and all other applicable federal, state and local laws. Vendors are encouraged to provide workplaces free of discrimination in terms of conditions of employment, including benefits.

#### 6.18. Prohibited Communication

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

#### 6.19. Environmentally Preferable Purchasing

It is the policy of the City of St. Petersburg to purchase recycled and environmentally preferable goods. Environmentally preferable goods are defined as “products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.” This includes products that contain recycled content, reduced toxicity and pollution, conserve energy, conserve water, prevent waste, and promote sustainability and resiliency initiatives.

This policy does not require the City to specify environmentally preferable products or services when it can be demonstrated that they are not in the best interest of the City compared to products and services that are not as environmentally preferable. Best interests include but are not limited to, service life, life cycle cost, product effectiveness, or compatibility. This policy will be carried out consistent with the City’s obligations and purpose, and with an overall intent to obtain competitive prices and to provide value to the taxpayer.

#### 6.20. 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 policy development and implementation, budgeting, and the delivery of services and procurement of supplies and construction. Vendors are encouraged to propose services, supplies, and construction that promote health to the greatest extent practicable in their responses to City solicitations. Vendors are further encouraged to provide workplaces that promote the health and well-being of their employees.

#### 6.21. American with Disabilities Act (ADA) Public Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the City of St. Petersburg will not discriminate against qualified individuals with disabilities on the basis of

disability in the City's services, programs, or activities. If Vendor requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to adequately respond to this solicitation. Vendor should contact ADA Coordinator Lendel Bright at (727)-893-7229 or email at lendel.bright@stpete.org as soon as possible but no later than 72 hours before the applicable deadline.

#### 6.22. Background Checks

In the event the solicitation or Agreement requires criminal history checks, Vendor will be responsible for conducting a criminal history check for each employee or subcontractor for which a criminal history check is required.

#### 6.23. Disqualification

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

#### 6.24. Taxes

The City of St. Petersburg is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

#### 6.25. Compliance with State and/or Federal Requirements

All Vendors entering into a contract with the City with permit(s) issued by a state or federal agency, shall comply with the requirements set forth in the permit(s).

#### 6.26. E-Verify

Vendor shall comply with Florida Statute §448.095 pertaining to required use of the U.S. Department of Homeland Security's E-Verify system, and that should the City terminate the contract with the Vendor for violation of §448.09(1), Vendor may not be awarded a contract with the City for at least one year.

#### 6.27. Exceptions to Terms and Conditions

If the Vendor takes exceptions to the terms and conditions of the solicitation and refuses to withdraw such exceptions, the City may deem the Vendor nonresponsive if the City determines that negotiating with the Vendor to address such exceptions may affect the fair treatment of other vendors.

## **7. Insurance**

### **7.1. Commercial General Liability**

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.

### **7.2. Commercial Automobile Liability**

Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

### **7.3. Worker's Compensation**

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.