



City of St. Petersburg
BLANKET PURCHASE AGREEMENT

| | | |
|-------------------|----------|--------------------|
| PURCHASE ORDER NO | REVISION | DATE |
| 235458 | 0 | 22-JUL-2020 |

This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.

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| SHIP TO: |
| Requesting Department Saint Petersburg, FL 33701 United States |

| | |
|--|--------------------------|
| VENDOR: | VENDOR NO: 123512 |
| Palmdale Oil Company Inc 911 N 2nd St Fort Pierce , FL 34950 | |

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| BILL TO: |
| FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States |

Description: Oils and Lubricants
Effective: 01-AUG-2020
End Date: 31-JUL-2023
Buyer/Phone: Adam Williams / 7275513186
Email: adam.williams@stpete.org
Vendor/Phone: / ()
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: \$375,000.00

Supplier Notes: This BPA covers 405.73: Oils and Lubricants effective August 1, 2020 through July 31, 2023 with one two-year renewal option. This BPA supersedes BPA 184023.

| LINE | DESCRIPTION | UOM | UNIT PRICE |
|------|--|--------|------------|
| 1 | Oil, Motor, synthetic blend, 5W20, 1 GAL, Bulk Delivery. Smitty Super S Multi-Flo S/B 5W20 GF-5/SN | GALLON | 3.98 |
| 2 | Oil, Motor, synthetic blend, 5W30. Citgo Supergard, Bulk Delivery. Smitty Super S Mulfi-flo 5W30 S/B GF-5/SN | GALLON | 3.98 |
| 3 | Oil, Motor, 10W30, 5 GAL. Smitty Super S S/B 10W30 GF-5/SN | PAIL | 32.00 |
| 4 | Oil, Motor, SAE15W40, Bulk Delivery. Total TIR 7900 15W40 CJ-4/SM | GALLON | 5.13 |
| 5 | Oil, Engine, SAE 15W40, CJ-4, TBN 8 minimum, 1% or less sulfated ash, 55 GAL. Total TIR 7900 15W40 CJ-4/SM | DRUM | 340.00 |
| 6 | Oil, Engine, diesel, 15W40, 55 GAL. Total Rubia TIR 15W40 CJ-4 /SM | DRUM | 340.00 |

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| LINE | DESCRIPTION | UOM | UNIT PRICE |
|------|---|--------|------------|
| 7 | Oil, Engine, diesel, 15W40, 5 GAL. Total Rubia TIR 15W40 CJ-4 /SM | PAIL | 39.00 |
| 8 | Oil, Motor, heavy duty, SAE 40W, ISO 150, Bulk Delivery. Total Rubia S 40WT | GALLON | 5.45 |
| 9 | Oil, Motor, heavy duty, SAE 40W, ISO 150, 55 GAL. Total Rubia S 40WT | DRUM | 369.00 |
| 10 | Oil, Tractor hydraulic fluid, Bulk Delivery. Total Dynatrans MP Tractor HYD | GALLON | 4.72 |
| 11 | Oil, Tractor hydraulic fluid, 5 GAL. Total Dynatrans MP Tractor HYD | PAIL | 36.70 |
| 12 | Oil, Hydraulic, ISO Viscosity VG 46/HLP, 5 GAL. Smitty HVI AW 46 5000 HRS | PAIL | 23.00 |
| 13 | Oil, Hydraulic, ISO 32, equal to #10 hydraulic oil, 5 GAL. Smitty HVI AW 32 5000 HRS | PAIL | 23.00 |
| 14 | Oil, Hydraulic Fluid, ISO 46, 55 GAL. Smitty HVI 46 5000 HRS | DRUM | 259.00 |
| 15 | Oil, Hydraulic, T SAE AW 68, ISO 68, Bulk Delivery. Smitty HVI AW 68 | GALLON | 3.83 |
| 16 | Oil, Hydraulic, T SAE AW 68, ISO 68, 5 GAL. Smitty HVI AW 68 | PAIL | 23.00 |
| 17 | Oil, Hydraulic, ISO 100, 5 GAL. Total Azolla ZS AW 100 | PAIL | 46.90 |
| 18 | Fluid, Transmission, automatic, multi-purpose, Bulk Delivery. Smitty Super S H 111 ATF | GALLON | 4.39 |
| 19 | Fluid, Transmission, automatic. Smitty Super SYN ATF | QUART | 3.00 |
| 20 | Fluid, Transmission, automatic, Bulk Delivery. Smitty Super SYN Universal ATF | GALLON | 7.45 |
| 21 | Oil, Transmission, synthetic, 5 GAL. Allison TES 295 approved products only. BP Autran SYN TES 295 | PAIL | 176.00 |
| 22 | Oil, Transmission, synthetic, 55 GAL. Allison TES 295 approved products only. BP Autran SYN TES 295 | DRUM | 1,796.00 |

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| LINE | DESCRIPTION | UOM | UNIT PRICE |
|------|--|------|------------|
| 23 | Oil, Gear, EP 100, AGMA #3, ISO 100, 5 GAL. Total Carter EP 100 | PAIL | 59.50 |
| 24 | Oil, Gear, EP 150, AGMA #4, ISO 150, 5 GAL. Total Carter EP 150 | PAIL | 57.50 |
| 25 | Oil, Gear, EP 220, AGMA #5, ISO 220, 5 GAL. Total Carter EP 220 | PAIL | 57.50 |
| 26 | Oil, Gear, EP 320, AGMA #6, ISO 320, 5 GAL. Total Carter EP 320 | PAIL | 57.50 |
| 27 | Lubricant, Gear, Multi-Purpose, AGMA #7 ISO 460, 5 GAL. Total Carter EP 460 | PAIL | 69.90 |
| 28 | Lubricant, Gear, Multi-Purpose, AGMA #8 ISO 680, 5 GAL. Total Carter EP 680 | PAIL | 76.00 |
| 29 | Gear Lube, 85W140, 16 GAL. Smitty 85W 140 GL-5 | KEG | 178.00 |
| 30 | Gear Lube, 85W140, 5 GAL. Smitty 85W 140 GL-5 | PAIL | 47.00 |
| 31 | Gear Lube, 80W90, 5 GAL. Total MP 80W90 gear oil | PAIL | 47.00 |
| 32 | Grease, Molly, E-0, 14 OZ. Total Multis Complex HV Moly | TUBE | 2.51 |
| 33 | Grease, multi-purpose, JT-6, #2 viscosity, 55 GAL. Mystik JT-6 MP Hi Temp | DRUM | 1,060.00 |
| 34 | Grease, multi-purpose, JT-6, #2 viscosity, 16 GAL. Mystik JT-6 MP Hi Temp | KEG | 325.00 |
| 35 | Grease, multi-purpose, JT-6, #2 viscosity, 5 GAL. Mystik JT-6 MP Hi Temp | PAIL | 95.30 |
| 36 | Grease, multi-purpose, JT-6, #2 viscosity, 14 OZ. Mystik JT-6 MP Hi Temp | TUBE | 2.65 |
| 37 | Grease, multi-purpose, JT-6, #1 viscosity, 14 OZ. Mystik JT-6 MP Hi Temp | TUBE | 2.65 |
| 38 | Oil, Machine, mineral based, R & O 68, 5 GAL. Total Cirkan R & O 68 | PAIL | 49.50 |
| 39 | Oil, Machine, mineral based, R & O 100, ISO 100, 5 GAL. Total Cirkan R & O 100 | PAIR | 49.50 |

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| LINE | DESCRIPTION | UOM | UNIT PRICE |
|------|---|--------|------------|
| 40 | Oil, Machine, mineral based, R & O 220, 5 GAL. Total Cirkan R & O 220 | PAIL | 49.50 |
| 41 | Oil, Machine, mineral based, R & O 150, 5 GAL. Total Cirkan R & O 150 | PAIL | 49.50 |
| 42 | Oil, Machine, mineral based, R & O 220, 5 GAL. Total Cirkan R & O 220 | PAIL | 49.50 |
| 43 | Oil, Food Grade ISO VG 200, 5 GAL. Citgo Clarion White, Fina Vestan 210 White Mineral Oil | PAIL | 74.00 |
| 44 | Gear Lube, Synthetic, 80W140. Smitty SYN Plus 80W140 GL-5 | KEG | 319.00 |
| 45 | Gear Lube, SAE 80/90, 32 OZ Squeeze Bottle. Smitty Super 80W90 GL-5 | BOTTLE | 2.90 |
| 46 | Oil, synolan diester compressor, synthetic, ISO 100, 5 gallon pail. Fina 42100 | PAIL | 155.00 |
| 47 | Grease, Lithium Complex, red, 55 GAL. Total Multis Complex ET#2 | DRUM | 665.00 |
| 48 | Oil, Motor, 10W, 55 GAL. Total Rubia S 10W | DRUM | 625.00 |
| 49 | Oil, Motor, 15-40W, low ash CNG, 55 GAL. Total Rubia 15W40 | DRUM | 475.00 |
| 50 | Fluid, Transmission, 10W, 55 GAL. Total Dynatrans AC 10W. | DRUM | 459.00 |
| 51 | Oil, Motor, HD 40, heavy duty, 1 GAL, bulk delivery. Amalie HD 40 | GALLON | 5.45 |
| 52 | Bulk BP Autran Syn 295 part # BP 70970-000 | GALLON | 32.65 |
| 53 | Rubia Gas 5M 15w40 part# 311152-000 | GALLON | 7.35 |
| 54 | Oil, Engine, diesel, 5w20, Full Synthetic Bulk Delivery. Cam2 Synavex Full Syn. 5w20 | GALLON | 6.35 |
| 55 | Oil, Engine, diesel, 5W30, Full Synthetic Bulk Delivery. Cam2 Synavex Full Syn. 5W30 | GALLON | 6.35 |
| 56 | Oil, Tractor hydraulic fluid, 55 Gallon drum. Total Dynatrans MP Tractor HYD | DRUM | 319.00 |

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| LINE | DESCRIPTION | UOM | UNIT PRICE |
|------|---|------|------------|
| 57 | Fluid, Transmission, Atf dex 3, 55 GAL. Cam2 multipurpose D/M Atf . | DRUM | 295.00 |

State Sales Tax Exemption Number 85-8012740154C-1

Federal Employer ID Number 59-6000424



Procurement Director

Acceptance and Acknowledgement:

Please log in to the [iSupplier Portal](#) and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Once logged in, follow the steps outlined below to acknowledge this purchase order:

1. Click on 'Orders' tab
2. Select 'Purchase Orders to Acknowledge' from the View Menu
3. Select the specific purchase order
4. Click the 'Acknowledge' button
5. Select 'Accept Entire Order'
6. On next screen, click 'Submit'

If login information is unknown or difficulties are experienced please contact Registration@stpete.org for assistance.

Contract Terms and Conditions

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City of St Petersburg Solicitation Documents

PART A: SCOPE OF SERVICES

Scope of Service

See section 1.4 Attachments, Appendix A: Scope of Services

PART B: INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

Bid - Instructions to Bidders, Supplies

Intent

The instructions to bidders and general conditions described herein apply to transactions for material or supplies with an estimated aggregate cost of \$10,000 or more.

Definitions

Bid: The term bid means the offer of a price by the bidder.

Bidder: The term bidder means the offeror.

City: The term City means the City of St. Petersburg, Florida.

Change Notice: The term change notice means a written order signed by the Director of Procurement & Supply Management or an authorized representative directing the vendor to make changes to the Contract.

Contract: The term contract means the contract, purchase order or blanket purchase agreement resulting from the IFB and award to the successful bidder. The Contract shall include all documents whether attached or incorporated by reference, utilized for soliciting sealed bids.

Invitation for Bids: The term Invitation for Bids means a solicitation of formal sealed bids. The acronym "IFB" (or "RFQ" interchangeably) means Invitation for Bids. The IFB includes the Instructions to Bidders and General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed bids.

Laws: The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

Responsible Bidder: The term responsible bidder means a bidder who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Bidder: The term responsive bidder means a bidder who has submitted a bid which conforms in all material respects to the requirements set forth in the IFB.

SBE: A SBE (Small Business Enterprise) is defined by St. Petersburg City Code, Section 2-231-2-237 as an independently owned, operated and controlled business which is not dominant in its field of operation and is a provider of supplies, services or construction. The business must have been in operation for at least one (1) year and must serve a commercially useful function; have 50 full-time employees or less; annual sales volume of \$5 million or less for goods/services/supplies and \$8 million for construction; domiciled in Pinellas, Hillsborough, Pasco, Manatee, or Polk counties; and must be certified by the City's Greenhouse.

Supplies: All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Preparation of Bids

1. Bidders are expected to examine the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.
2. Bids shall be submitted on the forms furnished or copies thereof. All bids must be submitted by an officer or

employee having authority to bind the company or firm by his/her signature. If modifications or other changes appear on the forms, each modification or change must be clearly indicated by the person submitting the bid.

3. The unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of a discrepancy between the unit price and total price, the unit price will be presumed correct.

4. The bidder must state a definite time for delivery of supplies.

5. The bidder shall retain a copy of all bid documents for future reference.

6. All bids must be signed with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature.

Explanations to Bidders

7. Any explanation regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., requested orally or in writing by a bidder, must be requested in a minimum of three days prior to the bid opening unless otherwise specified by the City in writing for a reply to reach bidders before the submissions of their bids.

8. Explanations or instructions shall not materially alter the IFB unless they are in writing. Oral explanations or instructions given before the award of a contract will not be binding. If necessary, a written addendum to an IFB will be issued to all prospective bidders to clarify, correct or change the IFB.

Bid Guarantee

9. Where a bid guarantee is required by the IFB, failure to furnish a bid guarantee in the proper form and amount by the time set for opening bids shall be cause for rejection of the bid.

10. A bid guarantee shall be in the form of a bid bond, cash, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon full execution of the Contract and the City's receipt of all required certificates of insurance and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the Contract.

11. If the successful bidder, upon acceptance of his/her bid by the City within the period specified therein for acceptance, (90 days if no period is specified) fails to execute and/or fails to provide the City with all required certificates of insurance and the Contract bond(s) (including any necessary coinsurance or reinsurance agreements) within the time specified in the IFB (ten days if no period is specified), the award or Contract may be terminated. In such event the bidder shall be liable for any cost of the City procuring the work which exceeds the amount of the bidder's bid, and the bid guarantee shall be available toward offsetting such difference.

Submission and Receipt of Bids

12. Bids must be received at or before the specified time of opening as designated in the IFB. Bidders are welcome to attend; however, no award will be made at this time. A bid tabulation will be furnished upon request.

13. Bids shall be submitted online prior to the time and date specified. Hard copy bids are accepted at the Office of Procurement and Supply Management only with prior written approval of the Director of Procurement and Supply Management.

14. Facsimile or emailed bids will not be considered; in addition, bids may not be modified by facsimile or email notice. Modifications to bids shall only be accepted online.

15. Modification of bids already submitted will be considered if received at the office designated in the IFB before

the time set for opening of bids. All modifications must be submitted in online.

16. Samples of items, when required, must be submitted, within the time specified at no expense to the City. If not destroyed by testing, vendor(s) will be notified to retrieve samples, at their expense, within 30 days after notification. Failure to retrieve the samples within 30 days of notification will result in the samples becoming the property of the City.

17. Late bids shall be rejected.

18. All bid amounts shall be entered electronically in the pricing fields provided on the online bid form, as well as on the electronic spreadsheet provided with the IFB and uploaded with submission as applicable.

Compliance

19. Failure to comply with the IFB in full may be cause for rejection of bid.

Acceptance of Offer

20. The submitted bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted by the City upon full execution of the Contract.

Firm Prices

21. The bidder warrants that prices, terms, and conditions quoted in its bid will be firm for acceptance for a period of not less than 90 days from the bid opening date unless otherwise specified in the IFB. Such prices will remain firm for the period of performance of the Contract.

Estimated Quantities

22. When estimated quantities or usages are provided by the City in the IFB there is no guarantee made by the City that these quantities shall be purchased. The quantities shown are for the bidders' information only and the City shall be bound only for the actual quantities ordered.

F.O.B. Destination

23. Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. St. Petersburg, Florida, with all delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City.

Cash Discounts

24. 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 contract, 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.

Mistakes in Bids

25. Bids may be modified or withdrawn in the online application prior to the time and date set for bid opening.

Correction or withdrawal of bids after bid opening because of an inadvertent non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid corrections or withdrawals by reason of a non-judgmental mistake are permissible but only to the extent they are not contrary to the interest of the City or the fair treatment of other bidders.

Award

26. The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB.

27. The City reserves the right to accept or reject any or all bids or parts of bids, waive informalities, and request rebids on the services in the IFB.

28. The City reserves the right to award the contract 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.

Method of Award Small Business Enterprise (SBE)

29. For non-construction bid evaluation and quote evaluation purposes only, the POD may apply, objectively measurable discounts for bids and quotes submitted by SBEs for supplies and services, including construction projects under \$50,000. When applying such discounts, the POD shall use the following scale as a basis to determine the lower bidder using the following formula: Bid Price X Discount = Evaluated Bid Price (EBP). This discount will be used for bid evaluation purposes only. Awarded Price shall be the same as bid price.

15% on low bids from \$0 - \$1,500
10% on low bids from \$1,500 - 19,999
9% on low bids from \$20,000 - 39,999
8% on low bids from \$40,000 - 59,999
7% on low bids from \$60,000 - 79,999
6% on low bids from \$80,000 - 99,999
5% on low bids from \$100,000 - 149,999
4% on low bids from \$150,000 - 249,999
3% on low bids from \$250,000 - 499,999
2% on low bids from \$500,000 - 999,999
1% on low bids from \$1,000,000 or more

For example, if 10 percent applied: Example: \$18,450 X .90 = \$16,425

To be considered as a SBE, bidders must be certified and complete the Form for Claiming Status as a Small Business Enterprise included with this solicitation and upload it with their online response.

Environmentally Preferable Purchasing

30. It is the policy of the City of St. Petersburg 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.

Vendors 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, vendors 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.

Brand Names

31. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is specified. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made.

Variations of Specifications

32. For purposes of bid evaluation, bidders must indicate any variances from bid specifications and/or conditions set forth herein or in the IFB, no matter how slight. If variations of these instructions are not stated in the bid, it will be assumed that the product or service fully complies with the City's specifications and that the bidder agrees to fully comply with these instructions and all conditions set forth in the IFB.

Quality

33. All materials used in the manufacture or construction of supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest make or model, of the best quality, and of the highest grade of workmanship.

Acceptance of Supplies

34. The supplies delivered under this bid shall remain the property of the seller until the City physically inspects the supplies and notifies the bidder in writing of the City's acceptance of the supplies. The supplies must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the supplies provided to the City are found by the City in its sole and absolute discretion to be defective or non-conforming with the specifications, the City reserves the right to cancel the order upon written notice to the bidder and return the supplies to the bidder at the bidder's expense.

Timely Delivery

35. Time will be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid form.

Copyright or Patent Rights

36. Bidders warrant that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and bidders agree to defend and hold the City harmless from any and all liability, loss, or expense (including but not limited to costs and attorneys' and experts' fees at trial and on appeal) occasioned by any such violation.

Conflict of Interest

37. Bidders, by acceptance of this order, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of St. Petersburg is financially interested, directly or indirectly, in the purchase of goods specified in this IFB.

Taxes

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

Manufacturer's Certification

39. The City reserves the right to request from bidders a separate manufacturer's certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or termination of the Contract, for which the bidder must bear full liability. These certificates shall be furnished at no cost to the City.

Compliance with Order and Laws

40. Bidders, contractors, and concessionaires shall comply with all, applicable laws including, but not limited to:
- a. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
 - b. Occupational, Safety and Health Act (OSHA).
 - c. The State of Florida Statutes Section 287.133(3)(A) on Public Entity

Crimes

41. Non-compliance with any laws may be considered grounds for termination of the Contract.

Default of Contract

42. In case of default by the bidder, the City may procure the items from other sources and hold the bidder responsible for any excess costs occasioned or incurred thereby.

Modifications or Changes in the Contracts

43. No agreement or understanding to modify the Contract shall be binding upon the City unless made in writing by the Director of Procurement & Supply Management or an authorized representative of the City of St. Petersburg.

Order of Precedence

44. In the event of an inconsistency between provisions of the Invitation For Bids ("IFB"), the inconsistency shall be resolved by giving precedence in the following order: (a) any Attachments / Appendices / Exhibits, whether incorporated by reference or otherwise, included in the IFB (b) the Specifications (c) the Special Provisions (d) the Bid Forms and (e) the Instructions to Bidders and General Conditions.

Data Collection

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

Public Records Requirements and Trade Secret Exemption

46. All bids submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. Statutory exemptions for "trade secrets" may be available.

47. If your bid contains information that constitutes a "trade secret," all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXEMPTION," with your firm's name and the bid number marked on the outside. The City will not accept bids when the entire bid is labeled as a trade secret or confidential.

48. All bids submitted to the City become public records subject to the requirements of Chapter 119, Florida Statutes, and may not be returned to the bidder.

49. "Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

- a. Secret;
- b. Of value;
- c. For use or in use by the business; and
- d. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner therefore takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

50. Be aware that the designation of an item as a trade secret by you may be challenged in court by any person or entity. By your designation of material in your bid as a "trade secret" you agree to defend the City of St. Petersburg (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to your designation of material as a "trade secret" and to hold harmless the City of St. Petersburg (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as a "trade secret."

Public Entity Crimes

51. 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not

submit Proposals 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.

Vendor Registration

52. Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations <http://sunbiz.org/> to do business in the state of Florida and as a vendor with the City of St. Petersburg. Bidder must register online with the City of St. Petersburg on the City's website at <http://www.stpete.org/purchase/index.asp>.

Disputes and Complaints

53. 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 vendor. If the vendor is dissatisfied with the Director of Procurement & Supply Management's remedies, he may then make an appeal to the Mayor.

Discrimination

54. 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.

Prohibited Communication

55. Bidder, their agents and representatives are prohibited from lobbying City Council, the Mayor, elected officials and their staff, City departments, or City project consultants relative to this solicitation. Non-compliance with this provision will result in disqualification of Bidder from consideration.

Health In All Policies

56. 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.

Consideration of Sea Level Rise and Resiliency

57. It is the policy of the City to apply the consideration of sea level rise and resiliency to the City's decision-making, including in the procurement of City construction projects. Bidders are encouraged to provide documentation addressing the following:

- a. Whether the project considers the latest regional best available science regarding the effects of sea level rise, climate-related vulnerability and resiliency in St. Petersburg;
- b. Whether the project affects an area that is vulnerable to the impacts of sea level rise;
- c. Whether the project will increase the resiliency of the City with respect to sea level rise;
- d. Whether the project is compatible with the City's sea level rise mitigation and resiliency efforts.

PART C: TERMS & CONDITIONS

TERMS & CONDITIONS

Please see Attachment: Terms and Conditions

