

Appendix A

Scope of Services Oil and Lubricants

1. Intent

This is a co-operative quote for the purpose of establishing a multi-year contract for the requirements of oils and lubricants, to be ordered on an as needed basis by, but not limited to, the following participants:

City of Clearwater
City of Dunedin
City of Pinellas Park
City of St. Petersburg
City of Tarpon Springs

2. Provision for Other Agencies

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal.

3. 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.

4. Minimum Requirements

At a minimum, Contractor shall be required to provide the following:

- a. Classify City's 'first responder' requirements as per any governmental preference, decree, directive or emergency law by local, county, state or Federal officials.
- b. All labor, materials, supervision, tools, equipment and vehicles necessary to furnish and deliver oils and lubricants to various City locations including Odessa, FL and within cooperative agencies.
- c. Evening, weekend and holiday emergency delivery, as needed and at no additional cost.
- d. Accept verbal orders from master blanket purchase agreement without written or electronic confirmation during emergencies.

- e. Provide manufacturer/brand on bid form for each item bid. Include technical product specifications and warranty sheets for each product bid with bid submittal package.
- 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. Invoicing to individual departments with city-wide consolidated reporting capabilities.
- i. Resolution of discrepancies in invoicing within five days of notification.
- j. A dedicated account manager who is available during normal business hours to administer the agreement.
- k. Notify the City within five days of any changes in the account manager or servicing representative and provide updated contact information.
- l. 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.

5. **Product Requirements**

- a. Oils and lubricants supplied shall meet the requirements, as applicable, per the specifications listed for each product, as amended, at time of delivery.
- b. 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.
- c. 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.
- d. Oils and lubricants must be new (virgin), not recycled, of premium quality and free from contaminants.
- e. National brands only, no house brands allowed.

6. **Contractor's Responsibilities**

- a. Contractor 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.

- b. Contractor shall be responsible to remove and dispose of their empty drums at no charge to the City.
- c. Contractor shall be responsible for all direct costs associated with but not limited to product spills or delivery of incorrect product delivered.

7. City's Responsibilities

- a. Each facility shall establish one or two person(s) to be the authorized departmental representative and point of contact for Contractor's servicing representative.
- b. Provide access to the facility for deliveries.

8. Emergency Services

Contractor shall provide the City with evening, weekend, and holiday service, as necessary, to manage an emergency which threatens public health and safety, as determined by the City. Contractor shall provide first-priority services to the City in the event of a hurricane, flood, or other natural disaster.

Contractor shall deliver items required on an emergency basis, as determined by the City, within 24 hours of notification by the City. Contractor shall deliver items required on a critical emergency basis, as determined by the City, within two hours of notification. The City has the option to purchase from other sources if Contractor is unable to meet emergency delivery requirements.

Contractor shall accept verbal orders from master blanket purchase agreement without written or electronic confirmation during emergencies. Contractor and City shall each document in writing, ordering and receivable details to include Contractor name, Contractor sales representative name, date and time of order, blanket purchase order number, fuel type, quantity, delivery date and approximate delivery time, complete city delivery location, city purchase requestor name and phone number. Copies of written documentation shall be provided after normal conditions are resumed.

9. Prohibited Disposal

Contractor 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. 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.

10. Quality

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.

11. Identification of Employees

- a. Contractor shall furnish each employee with proper identification badges, displaying the employee's picture, name and Contractor name.
- b. Contractor shall make identification visible at all times.
- c. Contractor and its employees shall dress in a professional manner compliant with the City and OSHA safety standards.
- d. Contractor and its employees shall dress in manner representative of the Contractor's organization.
- e. Contractor's employees shall not dress in a manner representative of the City or department where work is being performed.
- f. Contractor service vehicles used on City premises shall be clearly identified with Contractor's name on exterior body.

12. Addition or Deletion

The City may add or delete any product or location at any time during the Agreement. The addition of items will be based upon the lowest acceptable and responsible quote and will become a part of the Agreement and its terms and conditions. Pricing shall remain firm for the current Agreement period and be subject to the same price escalation/de-escalation provisions in the Agreement.

13. Account Management

Contractor shall provide a single point of contact, dedicated account manager, based within the company who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting and issue resolution.

14. Price Escalation/De-Escalation

All prices ("base prices") shall remain firm for the first 12 months of the agreement term. After the first 12 months, adjustments in prices shall not exceed the U. S. Bureau of Labor Statistics Producer Price Index ("PPI") percent change for the most recent twelve month period (see <http://www.bls.gov/>, PPI, Fuels and Related Products, and Power: Finished Lubricants, Not Seasonally Adjusted, Series ID WPU0576. Approval of the price adjustment will establish a new base price, from which subsequent adjustments will be calculated.

15. Invoicing

Contractor shall submit its invoices to the City on a monthly basis during the first week of the month for the previous month's services rendered. Contractor shall include a copy of

the applicable work log with each invoice. The City's methods for payment of invoices are paper check sent via USMail, electronic transfer (ACH), or electronic payment via credit card payment.

16. Non-exclusive Contract

Award of this contract shall impose no obligation on the City to utilize the Contractor for all goods of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar items if it deems such action to be in the City's best interest.

17. Laws, Adherence to all Local, State and Federal Laws and Requirements

Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by the Department of Labor, OSHA, EPA and the Florida State Department of Health Services.

18. Insurance

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

- 1) 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 shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
- 2) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles. The automobile liability policy shall include the MCS 90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.
- 3) 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 Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

- E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.
- F. Contractor 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.
- G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

19. Performance Evaluation

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