

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

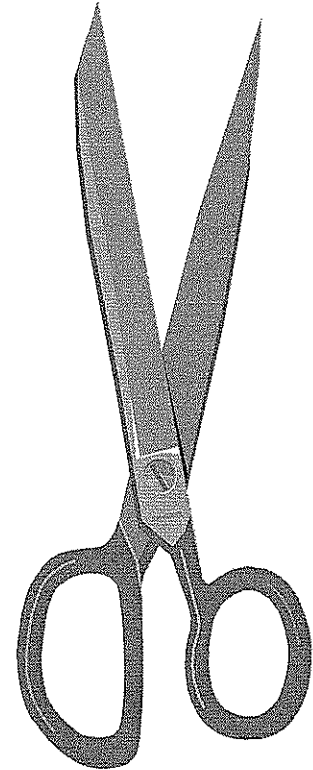
SEALED BID NO.: 101-0036-B (RM)

BID TITLE: **Adopt-A- Program(s) Management Services**

DUE DATE/TIME: April 26, 2011 @ 3:00 P.M.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO:

PINELLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756

**INVITATION TO BID****ISSUE DATE:****April 6, 2011**

*BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE
CONSIDERED*

TITLE: Adopt-A- Program(s) Management Services**BID NUMBER:****101-0036-B (RM)****SUBMITTAL DUE: April 26, 2011 @ 3:00 P.M.***AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.*

PRE-BID DATE & LOCATION:
NOT APPLICABLE

DEADLINE FOR WRITTEN QUESTIONS: April 15, 2011 BY 3:00 P.M.

SUBMIT QUESTIONS TO: RUBY MCKENZIE, CPPB AT rmckenzie@pinellascounty.org
Phone; 727-464-3795 Fax: 727-464-3925

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service,
courteous public contact, judicious exercise of authority and sound management of public
resources to meet the needs and concerns of our citizens today and tomorrow.

Joe Lauro
JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE**BIDDER MUST COMPLETE THE FOLLOWING**

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO
ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER
DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS
PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER
BID TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.73)

*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE
AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____ **PHN: ()** _____ **FAX: ()** _____

***REMIT TO NAME:** _____
(As Shown On Company Invoice)

FEIN# _____

Proper Corporate Identity is needed when you submit your bid,
especially how your firm is registered with the Florida Division of
Corporations. Please visit www.sunbiz.org for this information. It is
essential to return a copy of your W-9 with your bid. Thank you.

CONTACT NAME: _____**PRINT NAME:** _____**EMAIL ADDRESS:** _____

**I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID &
CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.**

AUTHORIZED SIGNATURE: _____**PRINT NAME/TITLE:** _____

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	☐
W-9 (TAXPAYER ID)	☐

SEE PAGE 43 SECTION F FOR BID PRICING SUMMARY**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**

SECTION A - GENERAL CONDITIONS**1. PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

SECTION A - GENERAL CONDITIONS

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records after 10 days from opening, or earlier if an intended decision is reached before the ten day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.

8. BID TABULATION INQUIRIES: Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 10 days to comply with Florida House Bill 1369-03-er amending Florida Statute 119.071(1)(b)1a.

9. AWARD OF CONTRACT:

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

10. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR: Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.

12. 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. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

SECTION A - GENERAL CONDITIONS

13. **COLLUSION:** The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
14. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
 - a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
 - b) The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
 - c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
21. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

SECTION A - GENERAL CONDITIONS

22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.
24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. **ASBESTOS MATERIALS:** The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. **PAYMENT/INVOICES:**
The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by Bank of America for your payable transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SECTION A - GENERAL CONDITIONS

27. **TAXES:** Payments to Pinellas County are subject to applicable Florida taxes.
28. **TERMINATION:**
- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
29. **BIDDER CAPABILITY/REFERENCES:** Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)
30. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
31. **MATERIAL QUALITY:** All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
32. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
33. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.
34. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

SECTION A - GENERAL CONDITIONS

35. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
36. **LOBBYING:** Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process or protest.

Lobbying of evaluation committee members, county government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the bidder/proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor as provided in Pinellas County Code, Section 2-161b.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected official who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

37. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
38. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.
39. **INTEGRITY OF BID DOCUMENTS:** Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.
40. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION A - GENERAL CONDITIONS**41. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract, may protest to the director of purchasing.
- (b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (3) A formal written protest is considered filed with the county when the Purchasing Department County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.
- (g) *Review of purchasing director's decision.*
- (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.
 - (2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.
 - (3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.
- (h) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS

42. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION A - GENERAL CONDITIONS**43. JOINT VENTURES:**

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

44. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification by the Proposer.

SECTION B - SPECIAL CONDITIONS

Bid Title: Adopt-A- Program(s) Management Services**Bid Number: 101-0036-B (RM)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract to manage and coordinate an Adopt-A-Program for a Highway Mile, Highway Pond, including Litter Control Services, as and when required.

2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of Twenty Four (24) months from the date of contract award and any extension thereof but not before expiration of the current contract May 14, 2011.

4. **TERM EXTENSION(S) OF CONTRACT**
 The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional twenty-four (24) month period beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

 It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

5. **PRE-BID CONFERENCE:** N/A

6. **BID GUARANTEE AND/OR PERFORMANCE SECURITY**

Bid Guarantee : N/A

7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

9. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

SECTION B - SPECIAL CONDITIONS

10. **SUBMISSION OF BIDS:**

Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. Why does Pinellas County Government want all the documents as PDF files?

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)

D. My document is a compilation of multiple sources. Should I send multiple PDF files?

Answer- You may, however merging pages/files is a very simple process within PDF.

E. How do I get my PDF files to Pinellas County Government?

Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the project you are working on. For PDF technical support, contact webadmin@pinellascounty.org.

Tips & Best-Practice Recommendations

File names should clearly identify the file. Avoid cryptic or extremely long file names.

File names should not include spaces or special characters (stick to letters, numbers and dashes).

For example **MyCompany-bid-3000-oct-2010.pdf**

Check the PDF files to make sure they are functional before you send them.

If the file is large and has a table of contents, adding links into the table of contents makes your files much more user friendly.

To maximize the usefulness and audit-ability of your files, it is recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you have converted your file to PDF, use Acrobat, select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

SECTION C – INSURANCE REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) Volunteer Liability Insurance with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (5) **\$500,000** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

SECTION C – INSURANCE REQUIREMENTS

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

C. Contractor hereby waives subrogation rights for loss or damage against the County.

D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D – VENDOR REFERENCES**Bid Title: Adopt-A- Program(s) Management Services****Bid Number: 101-0036-B (RM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4.
COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E- SPECIFICATIONS**Bid Title: Adopt-A- Program(s) Management Services****Bid Number: 101-0036-B (RM)****1. DESCRIPTION OF SERVICES**

Pinellas County seeks a Contractor to provide services to manage and coordinate Adopt-A-Mile/Pond and Litter Control Programs to encourage litter cleanup through volunteerism as further described.

This contract addresses the needs for two departments. Section E1 is the Adopt-A-Mile/Pond Program managed by the Public Works Operations Department. Section E2 is the Litter Control Program managed by the Utilities Solid Waste Operations Department.

This Program covers County-maintained arterial and collector roadways, ponds within the unincorporated areas of the County and County-maintained permitted storm water sites. The Program is intended to generate adoption of significant roadway segments where each adopting group performs clean-up four (4) times annually.

Management services include full administrative support to promote, recruit, train, manage, coordinate, track and expand a County-sponsored program. Other responsibilities include monitoring new and existing volunteer groups and conducting ongoing training.

Accurate record keeping and sponsor tracking are necessary functions since the County is required to report detailed litter cleanup activity information to regulatory agencies. Tracking shall include the full organization name, address, contact person and telephone number of each sponsor group, number of volunteers, detailed insurance information, accurate site descriptions and limits, together with the frequency of scheduled cleanup efforts. For each clean-up effort, tracking must also register the number of volunteers participating in each clean up and the number of pounds or bags of litter harvested with each effort.

The ultimate goal for these programs is to achieve monthly litter removal. Volunteer litter programs typically attract sponsors willing to commit and perform litter removal activities on a quarterly basis. This can be achieved by encouraging multiple sponsors for each segment and managing the sponsor and their respective cleanup schedules to provide a staggered and regular monthly litter pick-up for each site multiply adopted.

2. CONTRACTOR REQUIREMENTS

- A. The Contractor shall be a Keep America Beautiful (KAB) affiliate and provide proof of affiliation certification with this quote and/or bid submittal.
- B. Contractor shall secure and maintain volunteer liability insurance and general liability insurance.
- C. Keep the County Representatives fully notified, in writing, of any changes to corporate officer(s), designated contacts, mailing address, physical address, phone number and FAX number, within seven (7) calendar days of said change.

3. WORK ITEMS**A. Program Management**

This program shall be implemented in accordance with the attached "Standard Operating Procedures" (SOP) for the Pinellas County Adopt-A Program dated September 2010.

- 1) Manage the Program by establishing a schedule of work and tasks to ensure that established SOP's are met. This will include maintenance of all Program records.
- 2) Advertise and promote programs to the public through various media sources, flyers, brochures or other methods.

SECTION E- SPECIFICATIONS - Continued

WORK ITEMS - CONTINUED

- 3) Develop educational programs promoting litter prevention and control.
- 4) Make recommendations concerning the County's litter abatement projects.
- 5) Guarantee training/safety training requirements are met by each adopting party prior to commencing clean up activities.
- 6) Coordinate clean-up events and litter collection staging with the adopting groups. Provide litter bags and safety vests and any other safety materials and training to achieve clean-up.
- 7) Manage post litter collection, transport, and disposal/recycle as needed within seventy-two (72) hours after clean-up. The disposal site shall be at established litter collection centers and will be at the Contractor's discretion. Contractor may seek volunteer business relationships to assist in disposal activities. In addition, disposal may be made to County designated disposal sites.
- 8) Maintain all program records and clean-up activities complete with litter type with approximate weights collected and/or recycled.
- 9) Create and/or maintain an electronic database of program information including sponsors, volunteers and adopting groups, complete with agreement expirations and clean-up activities, etc.
- 10) Provide other 'special' clean-up activities as needed for 'high litter' sites that are not adopted, which may be identified by the County Departments. This could include shorelines.
- 11) Deliver safety training for cleanup along roadways and related activities and follow-up training at a minimum of once annually in accordance with the SOP. Training shall be in the form of a Florida Department of Transportation (FDOT) approved program or other similar program that is acceptable to the County. At the Contractor's discretion, the method of delivery may be in person, through written media or via internet presentation.
- 12) Retain/record the quantity of miles, ponds or shores adopted throughout the term of this Contract. Achieve an additional annual increase of ten percent (10%) adoption of remaining eligible roadway segments, and ponds.
- 13) Provide access to secured sites by coordinating with the County Representative as needed.

14) Reporting Requirements

Provide one quarterly annual report reflecting activities pertaining to Public Works Operations and Utilities Solid Waste Operations, according to the requirements of Sections E1 and E2 and related Exhibits. Reporting shall be continuous over the duration of this contract.

- a. Quarterly: Provide electronic quarterly reports via email detailing the progress of the Programs to the appropriate County Representative for their respective Section. Reports shall include, but not limited to, the items identified in the SOP. Refer to Exhibits 7 and 8.
- b. Annual: Provide electronic annual reports via email detailing the progress of the Programs to the Departments' appropriate County Representative for their respective Sections. Refer to Exhibits 7 and 8.

Reports shall be provided to the designated County Representatives within thirty (30) calendar days of the close of reporting period.

Note: The annual report may require presentation to the Board of County Commissioners.

- 15) Signs: Coordinate all Program signage with the County Representatives. Signage will be provided and installed by the Public Works Operations Department's Sign Shop.

SECTION E- SPECIFICATIONS - Continued

16) Monitoring / Training

- a. Ensure compliance with the Agreement by conducting periodic follow-up site visits and contact involved adopting groups.
- b. Send two-year Renewal Agreements to Adopting Groups sixty (60) calendar days prior to expiration.
- c. Monitor sign removal needs for non-renewing volunteer groups.

B. Recruiting Efforts

- 1) Recruit and obtain one or more sponsors (maximum of three) to adopt a mile or more of significant roadway segments and adjacent ponds of Exhibits 1 and 2. This will stagger the sponsors to allow for monthly clean-up. Sponsors shall only be organized groups.
- 2) Encourage sponsorship in such a manner that promotes an even distribution of sponsorship throughout the County based on the eligible sites of Exhibits 1 and 2.

C. Adoption Process

- 1) Ensure that the required adoption group representatives attend the Safety Presentation, and that they receive a signed copy of the Adopt-A-Program Agreement.
- 2) Conduct the adoption process in accordance with the SOP and record data using the Adoption Record (Exhibit 6) from point of inquiry throughout the term of Adoption Agreement.
- 3) Pond adoptions may require further coordination with the Public Works Operations Department's Storm Water Division.

4. ELIGIBLE SITES

Eligible sites for adoption include all County-maintained arterial and collector roadways within the unincorporated areas, together with ponds at permitted storm water treatment sites maintained by the Public Works Operations Department. See Exhibits 1 and 2 for a list of sites.

Other County-maintained major roadways within city limits; together with other minor roadway facilities within the unincorporated areas of the County, may be eligible for adoption under this program, provided prior written approval is obtained from the County Representatives prior to the adoption.

Note: many of the municipalities within Pinellas County have developed their own volunteer litter programs. In the event a municipality wishes to be exempt from activities of the County's volunteer litter program, it is understood that each city has this prerogative within their respective corporate limits. Additionally, it should be noted that jurisdictional authority and ownership of roadways occasionally transfer between jurisdictions. A previously designated County roadway or shore may be transferred to either the State, or to one of the many municipalities within Pinellas County. When transfers occur, the affected area is no longer eligible for the County's Adopt-A-Program. The County will notify the Contractor after such transfer occurs.

5. COUNTY REPRESENTATIVES

Upon award of contract, all services will be coordinated with the following County Representatives:

Public Works Operations Department

Carol Hedden
22211 US Highway 19 North
Clearwater, FL 33765
Phone: (727) 464-8900 / Fax 464-8915
Email: LTatro@pinellascounty.org

Utilities Solid Waste Operations Department

Chuck Mangio
3095 114th Avenue North
St. Petersburg, FL 33716
Phone (727) 464-7544 / Fax 464-7713
Email: cmangio@pinellascounty.org

SECTION E – SPECIFICATIONS - Continued**6. PAY ITEMS**

Refer to the specific services described under Paragraph 3 – Work Items.

- A. Program Management – Overall services and cost to manage Section E1 program, including safety presentations, are payable on a monthly basis.
- B. Recruiting Efforts – Services are payable per each documented recruitment effort.
- C. Adopting Process – Services are payable per each successful adoption.
- D. Program Management - Litter Control Program – payable on a monthly basis. Includes all associated costs related to program management for the tasks, services and reports required in the SOP of Section E2.

7. INVOICING

The County shall make monthly payments to the Contractor in accordance with the following terms:

Invoices should be supported by a detailed Monthly Progress Report showing the actual tasks performed by Pay Item reference and their relationship to the fee.

All progress reports and invoices for work under shall be mailed to the attention of the County Representative at the bill to address denoted on the Blanket Purchase Order Agreement.

Invoices not properly prepared (examples include the presence of mathematical errors, billing inconsistent with actual work performed, absence of authorized signatures, etc.) shall be returned to the Contractor for correction.

Accurate and timely reporting are critical in order to continuously evaluate the Contractor's performance and overall success of the programs. Failure to provide reports in the specified thirty (30) calendar day period could result in delay of payment until rectified.

SECTION E- SPECIFICATIONS - Continued

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY
AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR
CITIZENS TODAY AND TOMORROW

**ADOPT-A-PROGRAM****STANDARD OPERATING PROCEDURES**

SECTION E- SPECIFICATIONS - Continued**SECTION E1****PUBLIC WORKS OPERATIONS DEPARTMENT****ADOPT-A-MILE / POND****STANDARD OPERATING PROCEDURES****1. RECRUITMENT****A. First Contact**

- 1) Perform presentations and/or leave brochures with interested parties.
- 2) Send list of ADOPTABLE ROAD MILES / PONDS (Exhibits 1 & 2) if requested by interested party.

In the event the interested party only wants information over the phone, provide brochure content.

B. Second Contact

- 1) This party should be interested in volunteering. During conversation, it is appropriate to provide a list of ADOPTABLE ROAD MILES / PONDS (Exhibits 1 & 2) if not already provided.

NOTE: road segments for 'adoption' shall be contiguous and not less than 1 mile in length, unless the only remaining 'unadopted' segment is less than 1 mile, but not less than a ½ mile length).

- 2) Forward LITTER REMOVAL AGREEMENT (Exhibit 3) to interested party for execution and send electronic notice to copy County Representative of new pending adopting group. Only organized groups are eligible as an adopting group.

2. ADOPTION PROCESS**A. Upon receipt of a signed and witnessed LITTER REMOVAL AGREEMENT:**

- 1) Verify information to ensure the site is clearly identified.
- 2) Send notice to the County Representative.

3. SAFETY PRESENTATION**A. Upon approvals, contact the Adopting Group Representative to schedule a viewing of the Safety Presentation. This takes approximately 45 minutes.**

- 1) A minimum of two (2) participants must be present.
- 2) Secure signed acknowledgements from all attending participants.
- 3) Send tentative litter pick-up dates to the County Representative within fourteen (14) days after the Adopting Group completes viewing of the Safety Presentation.
- 4) Send Signage Request (Exhibit 5) to the County Representative.
- 5) Update adoption database within two (2) weeks of approved adoption.

5. MONITORING / TRAINING**A. Two Month Maintenance**

- 1) Send RENEWAL LITTER REMOVAL AGREEMENT (Exhibit 4) to Adopters approaching the 2-year completion date on or before their last cleanup event.
- 2) If adopter fails to return the Renewal Agreement, then contact shall be via the phone or a second letter sent.

MONITORING / TRAINING - CONTINUED

SECTION E – SPECIFICATIONS - Continued

- 4) If adopter fails to respond after 30-days, then send them a notice that they have been removed from the program. Concurrently, send notice to the County Representative with a request to remove signs.

B. Annual Maintenance

- 1) On an annual basis, submit the most recent edition of safety presentation videos to the County Representative for review.
- 2) Notify adopters of the required annual viewing of the safety presentation videos. This may be considered sufficient to serve as the safety meeting.
- 3) A minimum of two (2) people from each adopter need to view the safety presentation and they do not need to be the same original viewers. Obtain signed acknowledgements indicating they have viewed the safety videos.
- 4) If safety videos are borrowed for viewing at the adopter's site, then include an acknowledgement sheet for their certification that they viewed and understand the videos. Collect safety videos on return of the signed acknowledgements.
- 5) Contractor shall view adopted areas for hazards at least once a year

SECTION E- SPECIFICATIONS - Continued**SECTION E2****UTILITIES SOLID WASTE OPERATIONS DEPARTMENT****STANDARD OPERATING PROCEDURES****1. LITTER HOTLINE CALLS**

A. Maintain a Litter Hotline and coordinate litter removal in response to calls as follows:

- 1) Response days from call to actual litter removal (usually within 3-days is quarterly average).
- 2) Coordinate litter removal with local jurisdictions as appropriate.
- 3) Report road safety hazards or questions concerning roadway conditions to the Public Works Operations Department at (727) 464-8900.

2. LITTER CLEANUP ACTIVITIES

A. Coordinate litter cleanup activities as follows:

- 1) Conduct two (2) annual County-wide cleanup events.
 - "Great American Cleanup" in coordination with Keep America Beautiful (spring)
 - "Florida Coastal Cleanup" in coordination with the Ocean Conservancy (fall)
- 2) Other "special" and local cleanup events requested by neighborhoods, schools, businesses, and community groups, etc. Local cleanups may include shorelines.
- 3) Ensure proper training and safety for staff and/or volunteers.
- 4) Obtain any necessary permits from local jurisdictions prior to cleanup.
- 5) Ensure proper disposal/recycling of all litter collected.
- 6) Record litter weight and type collected.

3. LITTER AWARENESS & PREVENTION PROGRAMS

A. Coordinate litter awareness and prevention programs as follows:

- 1) Provide Litter Awareness and Prevention education programs for K-12 and colleges.
- 2) Give presentations as requested by schools and other groups.
- 3) Lead the Pollution and Litter Prevention work group for the County's Solid Waste Technical Management Committee (TMC) Recycling Subcommittee.
- 4) Promote waste reduction, reuse, and recycling.
- 5) Provide litter disposal receipts with quarterly reports.

4. COMMUNITY IMPROVEMENT INDEX SURVEY

Perform a minimum of one annual Community Improvement Index Survey using approved Keep America Beautiful methodology. Report results to the Utilities Solid Waste Operations County Representative.

SECTION E- SPECIFICATIONS -Continued**EXHIBITS****EXHIBITS**

EXHIBIT 1 – ADOPTABLE ROAD MILE LIST

EXHIBIT 2 – ADOPTABLE POND LIST

EXHIBIT 3 – SAMPLE LITTER REMOVAL AGREEMENT

EXHIBIT 4 - SAMPLE RENEWAL – LITTER REMOVAL AGREEMENT

EXHIBIT 5 - SAMPLE SIGNAGE REQUEST

EXHIBIT 6 - SAMPLE ADOPTION RECORD - ADOPT-A-MILE / POND

EXHIBIT 7 - SAMPLE MONTHLY & QUARTERLY REPORT TALLY SHEET – ADOPT-A-MILE / POND

EXHIBIT 8 – SAMPLE QUARTERLY/ANNUAL REPORT, UTILITIES SOLID WASTE OPERATIONS

SECTION E- SPECIFICATIONS –Continued

EXHIBITS

EXHIBIT 1

ADOPTABLE ROAD MILE LIST

Sorted Alpha-Numerically by Road Ref. # of Street

Road Ref. #	Street	Road Limits (From & To)
361C0	100th Way N.	Bay Pines Blvd. to 54th Avenue N.
296M2	102 nd Avenue N.	125th Street N. to Seminole Blvd.
296C1	102 nd Avenue N.	Hamlin Blvd. to 125th Street N.
296M3	102 nd Avenue N.	98th Street N. to Bryan Dairy Road
321C2	113th Street N.	48th Avenue N. to 8th Avenue SW
583C2	116th Avenue N.	58th Street N. to US19
240M2	116th Street N.	66th Avenue N. to 118th Street N.
296M6	118th Avenue N.	US 19 to 28th Street N.
240M3	118th Street N.	116th Street N. to 74th Avenue N.
283M0	125th Street N.	74th Avenue N. to 102nd Avenue N.
346M0	126th Avenue N.	66th Street N. to US19
263M1	131 st Street N. (Vonn Rd.)	74th Avenue N. to Park Blvd.
263C2	131 st Street N. (Vonn Rd.)	Park Blvd. to Wilcox Road
376C2	142 nd Avenue N.	Belcher Road to US 19
376M3	142 nd Avenue N.	US19 to 62nd Street N.
406M0	150th Avenue N.	US19 to Avalon Avenue
376M1	16th Avenue SE (Donegan Rd. EW)	Donegan Road (N/S) to Lake Avenue
138C2	22 nd Avenue S	49th Street S to 34th Street S
681C0	28th Street N.	38th Avenue N. to 62nd Avenue N.
683M0	28th Street N.	Gandy Blvd. to Roosevelt Blvd.
651C1	35th Street N.	38th Avenue N. to Morris Street
651C3	37th Street N.	Morris St. to 54th Ave. N.
184A0	38th Avenue N.	US 19A to 4th Street N.
641C0	40th Street N.	38th Avenue N. to 46th Avenue N.
192C0	46th Avenue N.	Park Street N. to 37th Street N.
188C0	46th Avenue N. West Spur	Park Street N. to 46th Avenue N.
611C2	49th Street N.	US19 to Gulf-to-Bay Blvd. (SR60) (inc. Bayside Bridge)
611A1	49th Street N.	5th Avenue N. (US 19A) to SR55 (US 19N)
202C0	54th Avenue N.	Park Street to 4th Street N.

SECTION E- SPECIFICATIONS – Continued

EXHIBITS

EXHIBIT 1 - CONTINUED
ADOPTABLE ROAD MILE LIST

200C0	54th Avenue N.	113th Street N. to 100th Way N.
581C0	58th Street N.	38th Avenue N. to 62 nd Avenue N.
583C1	58th Street N.	102 nd Avenue N. to 116th Avenue N.
216C0	62 nd Avenue N.	66th Street N. to 4th Street N.
365M0	62 nd Street N.	Ulmerton Road to Roosevelt Blvd.
563M0	62 nd Street N.	126th Avenue N. to US 19
224M0	66 th Avenue N.	116th Street N. to 113th Street N.
501M1	71 st Street N.	38th Avenue N. to Park Blvd.
240M1	74 th Avenue N.	Oakhurst Road to 118th Street N.
823C1	83 rd Avenue N.	4th Street N. to Macoma Drive NE
264C0	86 th Avenue N.	Oakhurst Road to Seminole Blvd.
266M0	86 th Avenue N.	98th Street N. to Starkey Road
400M2	8th Avenue SE	Seminole Blvd. to Donegan Road
400M1	8th Avenue SW	Indian Rocks Road to Seminole Blvd.
373M0	98 th Street N.	86th Ave. N. to 102nd Ave. N.
803C0	9th Street N.	Roosevelt Blvd. to FDOT Maintenance
816C2	Alderman Road	US 19 to Highlands Blvd.
816M1	Alderman Road	US 19A to US 19
395C0	Alternate Keene Road	East Bay Drive to McMullen Road
994C0	Anclote Blvd.	Anclote Road to US 19A
992C0	Anclote Road	Pasco County Line to US 19A
595M0	Avalon Avenue	150th Avenue N. to Roosevelt Blvd.
389C0	Bay Street	Klosterman Road to Curlew Place
976M0	Beckett Way	Dixie Hwy US 19
501C2	Belcher Road	Park Blvd. to Curlew Road
416A0	Belleair Beach Causeway	Gulf Blvd. to Harbor View Lane
464A0	Belleair Road	Clearwater-Largo Road to US 19
618C0	Beltrees Street (Virginia St.)	N. Keene Road to Greenbriar Blvd.
355C1	Betty Lane N.	Palmetto Street to Overbrook Drive
355C2	Betty Lane N.	Sunset Point Road to Union Street
296M4	Bryan Dairy Road	102nd Avenue N. to Starkey Road
296C5	Bryan Dairy Road	Starkey Road to 66th Street N.
409M0	Carolina Avenue	Meres Blvd. to Whitcomb Blvd.
712M0	Causeway Blvd.	575' W of Elgin Place to US19A

SECTION E- SPECIFICATIONS –Continued

EXHIBITS

EXHIBIT 1 Continued
ADOPTABLE ROAD MILE LIST

150A2	Central Avenue	Park Street N. to 34th Street N.
321C3	Clearwater-Largo Road	8th Avenue SW to West Bay Drive
808C0	Crystal Beach Avenue	Gulf Drive to US 19A
896C0	Curlew Place	Florida Avenue to Bay Street
429M0	Dixie Highway	US 19A to Beckett Way
363M0	Donegan Road (N/S)	Donegan Road (E/W) (16th Ave. SE) to 8th Ave. SE
345C0	Douglas Avenue	Overbrook Avenue to Union Street
528C0	Drew Street	NE Coachman Road to US 19
321C1	Duhme Road	Tom Stuart Causeway Blvd. to 48th Avenue N.
611C4	East Lake Road	Tampa Road to Keystone Road
611M5	East Lake Road	Keystone Road to Pasco County Line
627L0	East Lake Woodlands Pkwy.	Tampa Road to Woodlands Pkwy
638C0	Enterprise Road E.	McMullen Booth Road to Phillippe Pkwy
369C2	Florida Avenue N.	W Gulf Road to Riverside Drive
369C1	Florida Avenue S	Curlew Place to W Gulf Road
425M2	Greenbriar Blvd.	Beltrees Street (Virginia St.) to Belcher Road
335C0	Greenwood Avenue S	Wyatt Street to Belleair Road
183A1	Gulf Blvd.	5th Ave. (Indian Rocks Beach) to Clearwater Pass Bridge
928M0	Gulf Road W (Elmwood Place)	N. Florida Avenue to Whitcomb Blvd.
138C1	Gulfport Blvd.	Pasadena Avenue to 49th Street S.
454M0	Haines Bayshore Road	US 19 to Whitney Road (Wolford Rd.)
691C0	Haines Rd.	50th Avenue N. to US 19N
213C0	Hamlin Blvd.	102nd Avenue N. to Walsingham Road
375C2	Highland Avenue	East Bay Drive to Gulf-to-Bay Blvd.
547C2	Highlands Blvd.	Lake St. George Drive to Woodridge Pkwy
547M1	Highlands Blvd.	US 19 to Lake St. George Drive
233C3	Indian Rocks Road	Walsingham Road to Mehlenbacher Road
001A3	Keene Road	East Bay Drive to Gulf-to-Bay Blvd.
582C2	Keystone Road	US 19 to Hillsborough County Line
365C0	Kings Highway	Fairmont Street to Sunset Point Road
880C0	Klosterman Road	Bay Street to US 19
385C0	Lake Avenue	Alternate Keene Road to Gulf-to-Bay Blvd.
375M1	Lake Avenue	Ulmerton Road to Donegan Road (E/W)
577C0	Lake St. George Drive	Tampa Road to Highlands Blvd.

SECTION E- SPECIFICATIONS -Continued

EXHIBITS

EXHIBIT 1 Continued
ADOPTABLE ROAD MILE LIST

488C0	Lakeview Road	Missouri Avenue to Hercules Avenue
576C2	Main Street	McMullen Booth Road to 10th Avenue
367M0	Mayo Street	Crystal Beach Avenue to Sage Road
611C3	McMullen Booth Road	Gulf-to-Bay Blvd. to Tampa Road
434C0	McMullen Road	Alternate Keene Road to Keene Road
432C0	Mehlenbacher Road	Indian Rocks Road to Clearwater-Largo Road
912M0	Meres Blvd.	N. Florida Avenue to US 19A
584C0	Montclair Road	N. Hercules Avenue to Belcher Road
651C2	Morris Street	35th Street N. to 37th Street N.
824M2	Moss Rose Avenue	Sage Road to Ulelah Avenue
425C1	N. Hercules Avenue	Drew Street to Beltrrees Street (Virginia St.)
001M4	N. Keene Road	Sunset Point Road to Union Street
001C5	N. Keene Road	Union Street to Main Street (SR580)
936M3	N. Spring Blvd.	Beckett Bridge to W Tarpon Avenue
776C0	Nebraska Avenue	US 19A to US 19
474C0	Nursery Road	Highland Avenue to US 19
233C2	Oakhurst Road	Park Blvd. to Walsingham Road
233M1	Oakhurst Road	74th Avenue N. to Park Blvd.
535C0	Old Coachman Road	Gulf-to-Bay Blvd. to Belcher Road
001C6	Omaha Street	Main Street (SR580) to Nebraska Avenue
377M0	Orange Street	US 19A to Pennsylvania Avenue
560C0	Overbrook Avenue	Douglas Avenue to Betty Lane
550C0	Palmetto Street	N. Hercules Avenue to Belcher Road
548C0	Palmetto Street	Highland Avenue to N. Saturn Avenue
694A1	Park Blvd.	Park Blvd. Bridge Ramp A to 66 th Street N.
694A2	Park Blvd. Bridge Ramp A	Gulf Blvd. to Park Blvd.
694A3	Park Blvd. Bridge Ramp A-1	Gulf Blvd. to Park Blvd. Bridge Ramp A
694A4	Park Blvd. Bridge Ramp B	Gulf Blvd. to Park Blvd. Ramp A
694A5	Park Blvd. Bridge Ramp B-1	Gulf Blvd. to Park Blvd. Bridge Ramp B
001A1	Park Street	Central Avenue to Park Blvd.
823C2	Patica Road NE	Macoma Drive NE to Bridge
760C1	Pennsylvania Avenue	Orange Street to 91' E of 8th Street
456C1	Ponce De Leon Blvd.	Indian Rocks Road to Clearwater-Largo Road
313M1	Ridge Road	Park Blvd. to Walsingham Road

SECTION E- SPECIFICATIONS -Continued

EXHIBITS

EXHIBIT 1 Continued
ADOPTABLE ROAD MILE LIST

313C2	Ridge Road	Walsingham Road to Ulmerton Road
936M2	Riverside Drive	Tarpon Drive to Beckett Bridge
824M1	Sage Road	Mayo Street to Moss Rose Avenue
823C3	San Martin Blvd.	Bridge to Gandy Blvd.
667M0	Shore Blvd.	Main Street (SR580) to Tampa Road
001A2	Starkey Road	Park Blvd. to East Bay Drive
944M0	Sunset Drive	Seaside Drive to N. Florida Avenue
576C1	Sunset Point Road	US 19A to McMullen Booth Road (611C3)
752C0	Tampa Road	Orange Street to Curlew Road
936M1	Tarpon Drive	W Gulf Road to Riverside Drive
150A1	Treasure Island Causeway	135'W of Sunset Drive to Park Street N.
996C0	Trinity Blvd.	East Lake Road to Pasco County Line
824M3	Ulelah Avenue	Moss Rose Avenue to US 19A
600C0	Union Street	US 19A to N. Hercules Avenue
760C2	Virginia Avenue	91' E of 8th Street to Omaha Street
632C0	Virginia Street	Patricia Avenue to N. Keene Road
582C1	W Tarpon Avenue	N. Spring Blvd. to US 19A
330C0	Walsingham Road	Ulmerton Road to Seminole Blvd.
416A2	West Bay Drive	Harbor View Lane to Clearwater-Largo Road
537M0	West Lake Road	Tampa Road to US 19
399M0	Whitcomb Blvd.	W Gulf Road to Carolina Avenue
438M0	Whitney Road	US 19 to 58th Street N.
575M0	Whitney Road (Wolford Rd.)	Whitney Road to Haines Bayshore Blvd.
352C0	Wilcox Road	Indian Rocks Road to Ulmerton Road
748L0	Woodlands Parkway	East Lake Road to East Lake Woodlands Pkwy.
456C2	Wyatt Street	Clearwater-Largo Road to Missouri Avenue

SECTION E- SPECIFICATIONS –Continued

EXHIBITS

EXHIBIT 2

ADOPTABLE POND LIST

Sorted Alpha-Numerically by Basin Ref. # of Pond Site

Basin Ref. #	Project #	Pond ID	Pond Site
5	01	WL71	NW end Duane Avenue near CSX RR (Pond A)
5	01	WL73	NW of SE end (cul-de-sac) of Meriden (Pond C)
7	03	WE10	East of US 19A, 600' south of Alderman Road
7	05	DP28	East side CR1, south of Rolling Ridge Road
7	08	DP31	North side of Pennsylvania Avenue within 15th Street ROW
7	10	DP33	NW corner of Avery Road and Bruce Lane (200 ft. West of US 19A)
7	11	WL119	Southeast corner of Oceanview Avenue and Pinellas Trail
8	03	DE98	150' East of Ohio Avenue and 16th Street
8	06	WE8	240' East of Orange Street, south side of Florida Avenue
10	06	DP18	West of Espina Court, south of Curlew Road
10	07	DP30	SW Corner Casa Vista Drive and Fisher Road
10	09	DE95	South side of Congress Avenue 550' East of Fisher Road
10	09	DE96	North side of Congress Avenue 550' East of Fisher Road
10	15	WL91	South side Curlew Road - West side Espina Court (40013629.00)
10	17	AP7	Pond (offsite attenuation only) Northeast corner Keene & Wexford Dr. N.
10	17	DP34	East side of Keene Road, 1200ft North of Curlew Road (Pond 1100)
10	17	DP35	West side Keene Rd., North of McNair Dr./Countryshire Lane (Pond 1100A)
10	17	DP36	East side Keene Road, opposite Bahama Drive (Pond 1200)
10	18	DE108	Southeast corner of Belcher Road and Curlew Creek
10	19	DE109	Southeast corner of CR1 and Shirley Court
10	19	WE17	Southwest corner of CR1 and Sparkling Court
12	01	WL60	Pond #5/NE corner McMullen Booth Rd. & Golf Range, N. 580
13	01	WL56	SW Corner of McMullen-Booth Rd. & Union St. (Pond 1, South of M66)
13	01	WL57	West side McMullen-Booth Rd., 800' South of Enterprise Rd. (Pond 2)
13	01	WL58	NE Corner of McMullen-Booth Road & Pinehill Drive (Pond 3)
13	02	DE102	South side of Union Street, 700 ft. West of Elysium Drive
14	01	MWL54	West side Old Coachman, north of Sharkey Rd, S of Alligator Ck
21	03	WL92	North side of Drew Street, West of SPJC Tennis Courts

SECTION E- SPECIFICATIONS - Continued

EXHIBITS

EXHIBIT 2 - Continued
ADOPTABLE POND LIST

22	02	WL45	NW corner 58 Street & Whitney Road (Pond 1)
22	02	WL46	60' North of Pond 1 - Pond 2
22	04	WL47	SE Corner 60th Street N. & Roosevelt Blvd.
22	08	DE66	SW Corner 58th Street N. & Whitney Road
22	08	DE67	North side Whitney Road, North of DP15
22	08	DP15	South of Whitney Road, N of 166th
23	03	WL10	118th Avenue -West side of 40th Street N. - Pond 2
23	03	WL11	118th Avenue -West side of 40th Street N. - Pond 3
24	04	MWL4	121 st Avenue at 65th Lane N.
24	10	DP29	South side of Whitney Road -150' West of Bolesta Road
25	04	DP1	Pond 1/North end Southwinds
25	04	DP2	Pond 2/East side Southwinds - 500' N. Ulmerton Rd.
25	04	DP3	Pond 3/East side Southwinds - 300' N. Ulmerton Rd.
25	04	DP4	Pond 4/East side Southwinds - 200' N. Ulmerton Rd.
25	04	DP5	Pond 5/Northeast corner Ulmerton Rd. & Southwinds
26	03	DE1	NE of Cul-de-sac of 102nd St., N of 122nd Ave. N. (back of Lots 9 & 10)
27	05	WE15	SE Corner of 119th Street and 16th Avenue SW
27	07	SS5	South of 8th Avenue SW and East of Hickory Drive
28	01	DP9	Pond B (North side 100th Avenue from East Bay Street to E)
28	08	DE5	NE Corner 75th Avenue N & 140th Street N.
28	09	WL25	Outfall w/skimmer, Pond 200' S of 77th Ave., 200' W of 141st
28	10	DE10	Pond 5, East side 131st St. N, 150ft North of Hibiscus
28	10	DE11	Pond 6, East side 131st St. N, 50ft North of Hibiscus
28	10	DE12	Pond 7, Southeast corner 131st St. N & Hibiscus
28	10	DE13	Pond 8, South side of Hibiscus, 65' East of 131st St. N.
28	10	DE14	Pond 8A, South side of Hibiscus, 175' East of 131st St. N
28	10	DE15	Pond 9, Southside of Hibiscus, 175' East of 131st St. N
28	10	DE16	Pond 10, Southwest corner of Hibiscus & 129th St. N.
28	10	DE17	Pond 11, NW corner Hibiscus & 129th St. N.
28	10	DE18	Pond 12, NE corner Hibiscus & 129th St. N.
28	10	DE19	Pond 13, West side of 129th St. N, 165' S of Hibiscus
28	10	DE20	Pond 14, East side of 129th St. N, 165' S of Hibiscus

SECTION E - SPECIFICATIONS - Continued

EXHIBITS

EXHIBIT 2 - Continued
ADOPTABLE POND LIST

28	10	DE21	Pond 15, West side of 129th St. N, 230' S of Hibiscus
28	10	DE22	Pond 16, Northeast corner of 129th St. N & Hibiscus
28	10	DE23	Pond 17, 100ft South of Poinsetta @ Dead end West of 129th St. N.
28	10	DE24	Pond 18, Southside of Poinsetta, 230' West of 129th St. N.
28	10	DE25	Pond 19, Southside of Poinsetta, 155' West of 129th St. N.
28	10	DE26	Pond 19A, Southside of Poinsetta, 115' West of 129th St. N.
28	10	DE27	Pond 19B, Southside of Poinsetta, 80' West of 129th St. N.
28	10	DE28	Pond 20, West side of 129th St. N, 30' South of Poinsetta
28	10	DE29	Pond 21, East side of 129th St. N, 30' South of Poinsetta
28	10	DE30	Pond 21A, Southside of Poinsetta, 80' East of 129th St. N.
28	10	DE31	Pond 22, Southside of Poinsetta, 300' East of 129th St. N.
28	10	DE32	Pond 23, Southside of Poinsetta, 570' East of 129th St. N.
28	10	DE6	Pond 1, East side 131 st St. N, 110' S of 74th Ave N.
28	10	DE7	Pond 2, East side 131 st St. N, 250' S of 74th Ave N.
28	10	DE8	Pond 3, East side 131 st St. N, 320' S of 74th Ave N.
28	10	DE9	Pond 4, East side 131 st St. N, 480' S of 74th Ave N.
28	13	WL48	NE corner 77th Avenue N & 140th St. N (Ret. Basin A)
28	13	WL49	Between on-off Ramp at Gulf Blvd. (Ret. Basin B)
30	08	WL26	North side 65th Avenue N., 200' W of 31st Street N.
30	11	DE99	North of "T" end of 43rd Street, North at 60th Avenue N.
31	02	DE34	SE Corner Snug Harbor & Plaza Comercio Drive
31	02	DE35	North side Plaza Comercio Drive, 75' East of Snug Harbor
31	02	DE36	North side Plaza Comercio Dr., 95' East of Snug Harbor
31	02	DE37	North side Plaza Comercio Dr., 195' East of Snug Harbor
31	02	DE38	North side Plaza Comercio Dr., 285' East of Snug Harbor
31	02	DE39	North side Plaza Comercio Dr., 325' East of Snug Harbor
31	02	DE40	North side Plaza Comercio Dr., 355' East of Snug Harbor
31	02	DE41	North side Plaza Comercio Dr., 505' East of Snug Harbor
31	02	DE42	North side Plaza Comercio Dr., 555' East of Snug Harbor
31	02	DE43	North side Plaza Comercio Dr., 605' East of Snug Harbor
31	02	DE44	South side Plaza Comercio Dr., 305' East of Snug Harbor
31	02	DE45	South side Plaza Comercio Dr., 395' East of Snug Harbor

SECTION E- SPECIFICATIONS -Continued

EXHIBITS

EXHIBIT 2 - Continued
ADOPTABLE POND LIST

31	02	DE46	South side Plaza Comercio Dr., 455' East of Snug Harbor
31	02	DE47	South side Plaza Comercio Dr., 535' East of Snug Harbor
31	02	DE48	South side Plaza Comercio Dr., 595' East of Snug Harbor
35	08	DE49	North side 50th Ave N, 200' West of 52nd St. N.
35	08	SS9	50th Avenue -300' West of 52nd Street N. (Replaces M38)
35	27	WE6	SW Corner 70th Avenue & 78th Street N.
35	30	WL36	Joe's Creek, from RR Trestle West for 1800'
35	35	WL110	North side of 52nd Avenue N. @ 70th Street (Pond 1)
36	05	DE51	Swale 1, North side 44th Avenue N., 250' West of 78th St. N.
36	05	DE52	Swale # 2, South side 44th Avenue N., 140' West of 78th St. N.
36	05	DE53	Swale # 3, North side 44th Avenue N., 125' West of 78th St. N.

SECTION E- SPECIFICATIONS -Continued

EXHIBITS

EXHIBIT 3

SAMPLE

LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between
the CONTRACTOR and _____, hereinafter called
the ADOPTING GROUP.

WITNESSETH

WHEREAS the following general description of the Mile and/or Pond, including landmarks is:

WHEREAS the State Legislature through the Solid Waste Management Act of 1988 (F.S. 403.4131, Section 55(I) has encouraged the implementation of litter removal programs such as the Adopt-A-Program.

WHEREAS CONTRACTOR is a non-profit environmental corporation, has been charged with developing and implementing the Adopt-A-Program and is dedicated to implementing these incentive programs county-wide to motivate and educate citizens, local organizations, local governments, businesses and others interested in participating in litter prevention program activities.

WHEREAS the ADOPTING GROUP is desirous in adopting roadways and ponds maintained by the Pinellas County Operations Department for the purpose of litter and debris removal,

NOW, THEREFORE, for the good and valuable consideration, the parties agree as follows:

A. CONTRACTOR shall:

1. Administer and provide countywide coordination of these programs.
2. Collect and evaluate clean-up and various other report forms.
3. Provide official Adopt-A-Program recognition for the Adopting Group.
4. Provide guidelines and safety materials, to include: vests and safety video (includes a complete safety briefing), instruction and litter bags prior to cleanup activities of the Adopting Group, as needed.
5. Provide access to any secured property sites for litter removal purposes by coordinating with the Pinellas County Representative.
6. Provide and maintain volunteer liability insurance coverage for Adopting Groups as required by the Pinellas County Risk Management Department.
7. Coordinate the erection of signage at the adopted area noting the Adopting Group name with Pinellas County.
8. Assist the Adopting Group in assuring compliance with all requirements under this Agreement and to ensure a successful program.

SECTION E - SPECIFICATIONS - Continued

EXHIBITS

EXHIBIT 3 - Continued

SAMPLE

LITTER REMOVAL AGREEMENT

B. ADOPTING GROUP shall:

1. Adopt a minimum of 1 mile and / or 1 pond.
2. Remove litter and debris at least four (4) times each year, (preferred once each calendar quarter). One shall occur in September to coincide with the National cleanup program, and another in April to coincide with the Great Florida Cleanup, whenever practical.
3. Perform litter and debris removal in strict accordance with the environmental and safety requirements provided by Contractor as outlined in the guidelines provided.
4. Dispose of bagged trash properly and recycle appropriate debris.
5. Provide adequate supervision of youths during cleanup events. Youths must be at least eleven (11) years of age.
6. Appoint an adult Group Representative for the Adopting Group.
7. Notice Contractor at least seven (7) working days prior to your cleanup event, when possible.
8. Complete and send "Cleanup Data Sheet" to Contractor within five (5) days after the cleanup event.
9. Protect and respect all property and natural resources.

D. The Agreement shall remain in effect for a two-year period. The Adopting Group may add miles and/or ponds to this Agreement prior to expiration by use of a "letter of amendment" as approved by Contractor. The Contractor or Adopting Group may terminate this Agreement for any reason upon thirty (30) days written notice. Contractor reserves the right to terminate this agreement for non-compliance with stated terms at any time.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first written above. They certify that they are familiar with the information contained in this agreement and that they possess the authority to execute this Agreement.

ADOPTING GROUP _____ Date: _____

By: _____ Title: _____ (GROUP Representative)

WITNESS: _____ Date: _____
(Name)

CONTRACTOR

By: _____ Date: _____
(Program Director)

SECTION E- SPECIFICATIONS –Continued

EXHIBITS

EXHIBIT 4

SAMPLE

RENEWAL

LITTER REMOVAL AGREEMENT

The ADOPT-A-PROGRAM AGREEMENT, dated the _____ day of _____, 20____, between _____, referred to as the CONTRACTOR and _____, referred to as the ADOPTING GROUP is changed as described herein.

The ADOPTING GROUP, by signature below, accepts a two (2) year renewal of the existing ADOPT-A-PROGRAM AGREEMENT.

Except as modified by this Renewal, all provisions of the original Agreement, shall remain in full force and effect.

This Renewal is effective this _____ day of _____ 20____.

In support of this Renewal, the ADOPTING GROUP hereby requests the following items:

- ☐ Copy of original Agreement
- ☐ Re-issue Official Adopt-A-Program Folder
- ☐ Replacement Safety Vests. Quantity _____
- ☐ Replacement Gloves. Quantity _____
- ☐ Trash Bags
- ☐ Litter Removal Forms

ADOPTING GROUP Representative _____ Date _____

CONTRACTOR _____ Date _____

RENEWAL DECLINED

The ADOPTION GROUP, by signature below, hereby declines to renew the ADOPT-A-PROGRAM AGREEMENT.

Group Representative _____ Date _____

Note: If declining this renewal, then please indicate as such and return in the self-addressed envelope.

SECTION E- SPECIFICATIONS-Continued

EXHIBITS

EXHIBIT 5

SAMPLE

SIGN REQUEST

☐	Install new KEEP PINELLAS COUNTY BEAUTIFUL sign(s)
☐	Remove KEEP PINELLAS COUNTY BEAUTIFUL sign(s)
☐	Add sign: TO ADOPT PLEASE CALL XXX-XXXX
☐	Replace sign with new sponsor sign: TO ADOPT PLEASE CALL XXX-XXXX
☐	Change existing Sponsor sign (be specific)
☐	Add Sponsor sign
☐	Remove Sponsor sign
☐	Other:
Sign	
<i>North bound Forest Lakes Blvd. just North of Tampa Road and West/South bound Forest Lakes Blvd. just West of Traverter Circle (install new sign, sponsor sign and "To Adopt Please Call xxx-xxxx.</i>	
Sponsor	
<i>Gateway Community Church Youth Ministry</i>	
Please return a copy of this memo to the County Representative upon completion of the requested action.	
Date Completed:	

It is preferable that this form be sent to the County Representative in an electronic format over the internet. However, a fax or mail is acceptable.

EXHIBITS

SAMPLE

ADOPTING GROUP NAME		GROUP NAME FOR SIGN			CONTACT		
MAILING ADDRESS:							
PHYSICAL ADDRESS:							
ADOPTION DATE		Phone		FAX			
INSURANCE COMPANY				Expire Date			
TRAINING		Individuals Trained		Initial Training Date	Last Training Date		
SITES ADOPTED		Road / Pond Reference #	Roadway / Pond Name	From	To	Miles / Acres	
						Date Adopted	Status Active/Inactive/Dropped
LITTER PICKUP DATES & REPORTS		Pickup Date		Volunteer Quantity		Lbs. Collected (weighed)	
		1 st				Lbs. Collected (estimated)	
		2 nd					
		3 rd					
		4 th					
		5 th					
		6 th					
COMMENTS		Sians should be installed after 1 st Pickup Event					

EXHIBITS

SAMPLE

Quarter of _____ to _____

[illegible]

SECTION E- SPECIFICATIONS –Continued

EXHIBITS

EXHIBIT 8

SAMPLE

**QUARTERLY / ANNUAL REPORT
UTILITIES SOLID WASTE OPERATIONS**

Reporting Period: **1. Litter Hotline Calls**

Note who removes litter under the Outcome column: Keep Pinellas Beautiful (KPB), Landfill Contractor (LF), Public Works (PW), Florida Department of Transportation (FDOT), and various cities and others

Date / Priority #	Reported Location	Description	Outcome (with lbs.)	Days until Removed
Total				

2. Litter Cleanup Activities (attach receipts to confirm proper disposal of litter)

Date	Cleanup Site	Volunteer Quantity	Pounds Disposed	Pounds Hazardous	Pounds Recycled
Total					

3. Litter Awareness & Prevention Programs

Date	Program	Audience	Group Size	Notes
Total		N/A		N/A

4. Community Improvement Index Survey (for annual report only)(see "Toolbox for Community Change" at www.kab.org for methods and reporting format)

- a. List location(s) surveyed
- b. Attach results of Litter Index

SECTION E- SPECIFICATIONS –Concluded

EXHIBITS

EXHIBIT 8 – Continued

ANNUAL REPORT

SAMPLE

Reporting Period: 1/1/11 12/31/11

1. Litter Hotline Calls

Note who removes litter under the Outcome column: Keep Pinellas Beautiful (KPB), Landfill Contractor (LC), Public Works (PW), Florida Department of Transportation (FDOT), and various cities and others:

Date / Priority #	Reported Location	Description	Outcome (with lbs.)	Days until Removed
1/3/07	Ulmerton & East Bay	Road hazard/sofa in road	PW removed hazard	0
2/4/07	Lake Seminole	Shopping carts near lake	KPB removed	3
12/1/07	Gandy & Gateway	Litter along shoulder	LC removed	1
Total	3 reports	N/A	1 KPB, 1 LC; 1 PW	Avg = 1.3 days

2. Litter Cleanup Activities (attach receipts to prove proper disposal of litter)

Date	Cleanup Site	Volunteer Quantity	Pounds Disposed	Pounds Hazardous	Pounds Recycled
1/15/07	St. Pete Beach	10	200	0	25
3/17/07	St. Pete Great American Cleanup	50	500	50	0
3/17/07	Clearwater Great American Cleanup	40	400	10	75
12/2/07	Ft. DeSoto PCC	100	500	0	50
Total	3 Great American Sites / 1 Community cleanup	200	1600	60	150

3. Litter Awareness & Prevention Programs

Date	Program	Audience	Group Size	Notes
1/4/07	Preventing Litter at Work	St. Pete Chamber Commerce	50 adults	
2/14/07	Elementary	Elementary School	150 children 5 adults	
3/3/07	Litter Free Event	Country Jubilee	3000 children 3150 adults	Coordinated recycle & litter w/ PC Ext & PCU
Total	3 programs	N/A	3055 adults 3150 children	N/A

4. Community Improvement Index Survey

- a. List location(s) surveyed: XYZ
- b. See attached Litter Index Report (This is information that contractor will provide. There is not a Litter Index Report attached with this document.)

SECTION F – BID SUMMARY

Bid Title: Adopt-A- Program(s) Management Services

Bid Number: 101-0036-B (RM)

		A	B	C
				A X B = C
Item	Line Item Description	Estimated 24-Month Quantity	Unit Price	Estimated Cost
SECTION 1 PUBLIC WORKS OPERATIONS DEPARTMENT				
1	Program Management	24 Months	\$	\$
2	Recruiting Efforts	150	\$	\$
3	Adopting Process	75	\$	\$
Section 1 TOTAL				\$
SECTION 2 UTILITIES SOLID WASTE OPERATIONS DEPARTMENT				
4.	Program Management – Litter Control Programs & All Associated Costs	24 Months	\$	\$
Section 2 TOTAL				\$
GRAND TOTAL SECTIONS 1 & 2				\$

DELIVERY _____ DAYS AFTER
RECEIPT OF ORDER

SECTION F – BID SUMMARY - Concluded**Electronic Payment (ePayables)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 26.

Would your company accept to participate in the ePayables credit card program?

Yes ☐No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATIONSubstitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶☐ Other (see instructions) ▶☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Bid Title: Adopt-A- Program(s) Management Services

Bid Number: 101-0036-B (RM)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department's website at, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm) , listed under category 'Current Bids'.

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. *Thank you.*

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for **Bid Title: Adopt-A- Program(s) Management Services**
Bid Number: 101-0036-B (RM)

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for ADOPT-A-PROGRAM(S) MANAGEMENT SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Invitation to Bid, No. 101-0036-B (hereinafter Invitation to Bid or Bid), County has awarded this Agreement to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Invitation to Bid, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with ADOPT-A-PROGRAM(S) MANAGEMENT SERVICES, as requested and more specifically outlined in the Invitation to Bid, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Term Extension. Services performed pursuant to this Agreement shall commence upon execution of this Agreement and continue for a period of twenty-four (24) months, unless canceled or terminated as provided herein. The Agreement may be extended subject to written notice of agreement from the County and successful bidder, for an additional _____ month(s) period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Invitation to Bid. Prices shall remain firm for the duration of the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve (12) months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, Contractor's request for adjustment should be submitted at time of the extension request from County. Contractor's adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from Contractor, County will assume Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

7. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

8. Audit. The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

9. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Invitation to Bid throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Invitation to Bid, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property which arise out of work performed under this Agreement by or from said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County and which is unrelated to the performance of this Agreement. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Governing Law. The laws of the State of Florida shall govern this Agreement.

12. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of Pinellas County.

13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

14. Documents Comprising Contract. This Agreement for ADOPT-A-PROGRAM(S) MANAGEMENT SERVICES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Invitation to Bid and all of its addenda and attachments issued on _____, 2011;
- b. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for ADOPT-A-PROGRAM(S) MANAGEMENT SERVICES pursuant to Bid No. 101-0036-B as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

County Administrator

ATTEST:

By: _____
(Attesting Witness' name/title)

CONTRACTOR

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Michelle Wallace
Office of the County Attorney