

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

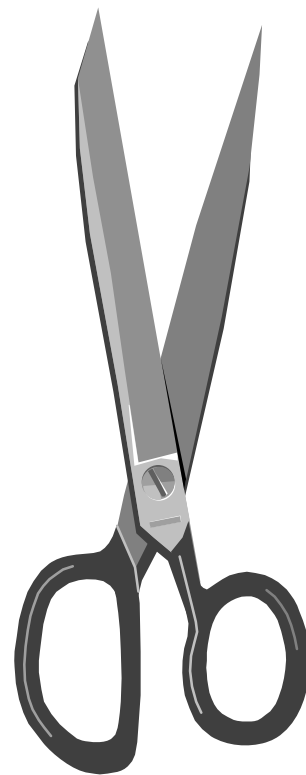
SEALED BID NO.: **089-0178-B (LN)**

BID TITLE: **JANITORIAL, INDUSTRIAL -- UTILITIES**

DUE DATE/TIME: **FEBRUARY 17, 2009 @ 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](http://www.pinellascounty.org/purchase/Current%20Bids1.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:**

January 23, 2009

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

TITLE: JANITORIAL, INDUSTRIAL - UTILITIES**BID NUMBER:**

089-0178-B (LN)

SUBMITTAL DUE: February 17, 2009 @ 3:00 P.M.

AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.

PRE-BID DATE & LOCATION:

NON-MANDATORY

February 6, 2009 @ 9:00 AM

DEADLINE FOR WRITTEN QUESTIONS: February 6, 2009 BY 3:00 P.M.**SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org**

Phone; 727-464-3766 Fax: 727-464-3925

**MANDATORY SITE VISITS -- SEE
SECTION B, #5 FOR DATES/TIMES****COMMISSIONERS**

CALVIN D. HARRIS - CHAIRMAN
KAREN WILLIAMS SEEL - VICE CHAIRMAN
NANCY BOSTOCK
NEIL BRICKFIELD
SUSAN LATVALA
JOHN MORRONI
KENNETH T. WELCH

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.

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. 218.70)

*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)

CONTACT NAME: _____

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.

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 22 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 shall 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 provided such notice is received prior to the time and date set for the bid submittal.

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 - CONTINUED

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.
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, quality and service being equal, the contract shall be awarded to one vendor 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.
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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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 §2-156 through §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.
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.
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.

SECTION A - GENERAL CONDITIONS - CONTINUED

PROCUREMENT POLICY FOR RECYCLED MATERIALS: (continued)

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.27. **CANCELLATION:**

- (a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel 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 cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

28. **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)

SECTION A - GENERAL CONDITIONS - CONTINUED

29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **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.
37. **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.

SECTION A - GENERAL CONDITIONS - CONTINUED

38. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

- (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 - CONTINUED

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 B SPECIAL CONDITIONS

Bid Title: Janitorial, Industrial - Utilities
Bid Number: 089-0178-B (LN)

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **INDUSTRIAL JANITORIAL SERVICES - UTILITIES**, 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.
4. **OPTION OF RENEWAL:** The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for two (2) additional twelve (12) month periods beyond the primary contract period. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or five percent (5%), whichever is less. This option 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 option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term or at time of renewal 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 optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

5. **MANDATORY SITE VISIT: DATE AND TIME ARE FIXED AND MAY NOT BE RESCHEDULED**
(NO EXCEPTIONS)

	AREA	MEET AT	DATE	TIME	CONTACT
1	South Cross Bayou WWTF All Buildings	7401 54 th Ave N St. Petersburg, FL 33709	Monday 2/02/09	8:00 - 11:00	Paul Knapp
2	Logan Station, Pump	1620 Ridge Road Largo, FL 33778	Monday 2/02/09	12:00 - 1:00	Terry Filides
3	McKay Creek WWTF, Pump	11700 Hamlin Blvd., Largo, FL 33774	Monday 2/02/09	2:00 - 3:00	Paul Knapp
4	Oakhurst Station, Pump	11323 74 TH Ave. N Seminole, FL 33772	Tuesday 2/03/09	8:00 - 8:30	Gus Faison
5	Gulf Beach Station, Pump	4501 Gulf Blvd., St. Pete Beach, FL 33706	Tuesday 2/03/09	9:00 - 9:30	Gus Faison
6	Capri Isle Pump Station, Pump	12050 2 nd St. E St. Pete Beach, FL 33706	Tuesday 2/03/09	10:00 - 10:30	Gus Faison
7	North Booster Station, Pump	27707 US 19 N Clearwater, FL 34621	Tuesday 2/03/09	12:30 - 1:00	Gus Faison
8	Oldsmar Interconnect Building	3120 Canal Park Oldsmar, FL 34677	Tuesday 2/03/09	1:30 - 2:00	Gus Faison
9	WE Dunn WWTF, All Buildings	4111 Dunn Drive Palm Harbor, FL 34683	Wednesday 2/04/09	8:00 - 10:00	Denise Gompers
10	SK Keller WTF, Main Pump Station	3655 Keller Circle Tarpon Springs, FL 34688	Wednesday 2/04/09	11:00 - 12:00	Dennis Janovsky

SECTION B - SPECIAL CONDITIONS - CONTINUED

It is the responsibility of the proposer to visit each site prior to the submission date. This is a mandatory requirement and the proposer shall sign in at each location.

The Utilities Department shall provide sign up sheets at all locations and provide Purchasing Department with a list of attendees that have completed their mandatory site visit per area.

The Contractor acknowledges that he has satisfied himself as to the nature and general location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, tides or similar physical conditions in Pinellas County, Florida; the confirmation and conditions of the terrain in Pinellas County; and the character of equipment and facilities needed to perform the work contemplated by this contract. Bidders shall carefully examine the entire service area of the proposed work and adjacent premises as well as the various means of approach and access to each segment. Bidders shall also make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment in order to overcome all difficulties involved in the completion of all the work in accordance with these specifications.

Any failure by the Contractor to acquaint himself with available information shall not relieve them of responsibility for properly estimating the difficulty or cost of successfully performing the work contemplated by this contract. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations that are not expressly written in the contract and related bid documents. **The bidder shall accept no verbal specifications as a result of any tour or conversation. Questions must be submitted as outlined on page one.** Any additions or deletions to these specifications shall be made in writing by the Pinellas County Department of Purchasing, via addendum to these specifications.

6. **NON-MANDATORY PRE-BID CONFERENCE:** A non-mandatory pre-bid conference has been scheduled for Friday, February 6, 2009 @ 9:00 a.m. at Pinellas County Purchasing Conference Room, 400 S. Fort Harrison Ave, 5th Floor (Room 516), Clearwater, FL

All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid.

7. **PROJECT MANAGER AFTER AWARD:** Frank Marin, Pinellas County Utilities Department, Telephone Number 727/453-3232.
8. **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.
9. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** N/A
10. **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 - CONTINUED

11. **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.
12. **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
13. **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 C - INSURANCE AND INDEMNIFICATION 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.
- 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.
 - (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.

SECTION D -VENDOR REFERENCES

Bid Title: Janitorial, Industrial - Utilities
Bid Number: 089-0178-B (LN)

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: _____ 2. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____ 4. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS**Bid Title: Janitorial, Industrial - Utilities
Bid Number: 089-0178-B (LN)****1. SCOPE OF WORK:**

The Contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of all services herein.

2. DEFINITIONS:

The term "Facility Management Administrator" as used herein shall mean the Facility Management Administrator of Pinellas County Utilities, and his/her duly appointed successor or his/her authorized representative.

The term "Facility Manager" as used herein shall mean the Facility Manager, and Management Analyst who is in charge of a specified number of buildings and designated by the Facility Management Administrator as his/her duly appointed successor or his/her authorized representative.

The term "deep clean" is a one-time removal of heavy dirt, dust, spider webs, bird droppings, grease and any other items in order to leave all surfaces clean. From this point forward monthly cleaning will keep the building neat and clean.

3. SPECIAL SERVICES-DAY PORTER:

This person must have relative janitorial experience in an industrial setting. This will include but not limited to trash and debris hauling, cleaning offices and bathrooms, vacuuming, floor and carpet care, pressure washing, light painting, general janitorial duties.

4. EMERGENCY SERVICES:

If an emergency arises (such as flooding of a particular section of the building) the Contractor shall divert his/her force, or such part thereof as deemed necessary by the Facility Manager, from their normal assigned duties to meet the conditions. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties. The Contractor shall not be penalized because the normal daily work which otherwise would have been performed had to be neglected, but every effort must be made to complete contract requirements.

5. HOURS OF WORK:

The range of "normal service hours" are 7:00 A.M. and 5:00 P.M. Monday through Friday. Day porters will be paid time and one half per hour should they be requested to work over forty (40) hours, or outside "normal service hours".

6. NOTIFICATION OF NEEDED REPAIRS:

The Contractor will promptly notify the Facility Manager of needed repairs, damaged or malfunctioning fixtures and building accessories, which are observed during the performance of services. This notice must be received by the end of the day. Should this event be a health, safety or property damage issue the Facility Manager will be notified immediately.

SECTION E – SPECIFICATIONS (CONTINUED)**7. SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES:****7-A. Furnished by the County**

1. Electrical power at existing outlets as necessary.
2. Water as necessary.
3. Space within the building commensurate with the Contractor's personnel complement and operational requirements, if available. No recruiting, hiring or interviewing shall be conducted by the Contractor in any building covered by this contract. Any existing equipment within Pinellas County custodial space such as clothes lockers, tables, benches, chairs, etc., placed within the building by Pinellas County may be used by the Contractor during the term of the contract provided authorization is received from the Facility Manager. This space and equipment must be kept neat and clean and returned to Pinellas County at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.
4. The Contractor will be supplied space in the building for the storage of bulk supplies and equipment that will be used in the performance of work under this contract. The Contractor will maintain this space in a neat, safe and orderly condition. Pinellas County will not be responsible in any way for theft or damage to the Contractor's stored supplies, materials, replacement parts or equipment, etc.
5. Janitor's closets, where available, within the buildings are for storing materials, supplies and equipment. These closets and the stored equipment shall be kept clean and in an orderly and safe manner by the Contractor. All janitorial storage areas will be designated by the Facility Management Administrator.
6. Electrical closets, mechanical and communication rooms are not acceptable as storage areas.
7. Repair parts will be supplied by Pinellas County (i.e. light bulbs, nuts, bolts, locks, paint, etc.)

7-B. Furnished by the Contractor

1. The Contractor will furnish all personnel, supplies, materials and equipment necessary for the performance of the work of this contract unless otherwise specified herein. Contractor shall use Green Seal, Green Guard or similar certified cleaning products for use under this contract. These supplies and materials shall be of a quality to produce satisfactory results and not cause damage to property.

Any material, which the Facility Manager suspects of not meeting quality industry standards, shall be tested by a recognized testing laboratory. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the Facility Manager prior to the starting date of the contract.

2. All necessary cleaning equipment including power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, ladders, lifts, etc., needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet all OSHA and local standards and also meet the approval of the Facility Manager. All equipment shall be maintained to original factory specifications. Altering of equipment is not permitted.

SECTION E – SPECIFICATIONS (CONTINUED)**8. WORK ATTIRE:**

- A. The Contractor will require all employees, including supervisors, to wear distinctive uniform clothing, approved by the County, for ready identification, and assure that every employee is in uniform prior to commencing work. No employee will be allowed to work or sign for keys unless the approved uniform is being worn. Employees will wear uniforms consisting of company shirts and trousers (approved short trouser in hot weather), coveralls or smocks for men and dresses, shirts and company blouses, slack or smocks, as appropriate, for women. The uniform must have the Contractor's name, easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color or color combination may be used for the uniforms. Employees will be required to dress neatly, commensurate with the tasks being performed. Good personal hygiene will be observed at all times.

9. SAFETY & SECURITY:

- A. All personnel will be thoroughly trained in OSHA part 1910 industrial safety. This will include but is not limited to high and low voltage equipment, motors, fans, chains, belts, pulleys, gases, pressurized piping, confined spaces and ladder or lift work.
- B. The Contractor will have a minimum of one employee certified in OSHA 501B.
- C. FDLE reports will be submitted and approved by Pinellas County Utilities prior to any employee working on site.
- D. All employees must speak and read English.
- E. The Contractor must maintain and keep a current company standard of work instructions on the site at all times.
- F. The Contractor shall submit a record of Hepatitis B shots for all employees prior to the commencement of work at Pinellas County Utilities.

10. TRASH AND WASTE REMOVAL PROCEDURES:

- A. All waste going into dumpsters must be bagged or placed in closed containers before disposal. It will be the Contractor's responsibility to provide said containers/bags. All cardboard containers must be broken down before disposal or recycled. The Contractor will be responsible for operating any trash compactor. The Contractor will provide appropriate equipment for trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags.

11. SENSITIVE EQUIPMENT AREAS:

- A. The Contractor will ensure that special care is taken to maintain areas containing computer equipment as dust free as possible. This should entail vacuuming and/or dry mopping and wet mopping. The Contractor will instruct their personnel on the proper manner in which to perform their duties around sensitive equipment. This will include the identification and usage of the proper electrical circuits to use with their equipment.
- B. Avoidance of power interruption to devices or the use of the same circuit by the cleaning equipment and sensitive devices at anyone given time. The Contractor will contact the County for identification of these areas in; the use of cleaning equipment near sensitive devices; the use of only those cleaning products guaranteed not to damage sensitive electronic equipment; the use of cleaning products on or around sensitive devices; the appropriate method of cleaning said equipment and its surrounding area.

SECTION E – SPECIFICATIONS (CONTINUED)**12. MONTHLY INSPECTIONS AND REPORTS:**

- A. The Contract Manager and Site Supervisor will schedule a site inspection with the Facility Manager every month. The site inspection will be for the purpose of walking each and every building to note adherence with the contract. During these site inspections the Contractor's employees are responsible to note all deficiencies discovered.
- B. Contractor must generate a report within five (5) working days. This report will list all the noted deficiencies and explain how the deficiencies have been corrected and what actions will be taken to insure these deficiencies do not recur. Monthly inspection reports will in no way supersede any other requirements of this contract. The Facility Manager will negotiate with the Contractor the schedule required to bring the deficiencies up to standards. If an agreement cannot be reached, the Facility Management reserves the right to set the schedule. Four (4) to eight (8) hours will be set aside for each site inspection.
- C. Contractor must have a least one staff member trained in Maximo to record all requested and completed work in Pinellas County Utilities work order system prior to commencing work.

13. MONTHLY TASKS:

- A. Clean and Disinfect Drinking Fountains
- B. Clean and Disinfect Restrooms, Refill Dispensers (Supplied by County)

The Contractor will check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, etc., in accordance with the directions of the suppliers and manufacturer. Replacement soap cartridges shall be of the type designed for the dispenser. When a dispenser is broken or missing parts, the Contractor must notify the Facility Manager by the end of the Contractor's work shift.

- C. Clean and Refill Floor Drains

The Contractor will clean all surfaces of the floor drains, and pour a solution of germicidal detergent down the floor drain to fill the drain trap each and every service cycle.

- D. Wet Clean Non-Carpeted Floors (VCT, Ceramic, rubber, solid vinyl tile)

The Contractor will use neutral detergent solution and equipment as needed to remove soil from non-carpeted floors. After the floor has been wet cleaned it shall have a uniform appearance free of soil, stains, streaks swirl marks, detergent film or any observable soil, which can be removed by damp mopping. In restrooms, the Contractor will use a germicidal detergent solution instead of detergent solution. Floor mats, trash receptacles and chairs shall be moved in order to mop the entire floor and then replaced only when the floor is dry.

- E. De-scale Toilets and Urinals

The Contractor will use non-acid bowl cleaners. Bowl cleaners used will not damage the bowls, valves and fixtures. Any bowls, valves or fixtures damaged will be replaced by the Contractor with an identical product.

- F. Dusting Furniture Surfaces

Contractor will maintain furniture surfaces free of dust. These surfaces include but are not limited to desks, chairs, telephones, lamps, tables, counters, cabinets, shelves, windowsills and other types of furniture and surfaces or building fixtures. Desk items are not to be moved.

SECTION E – SPECIFICATIONS (CONTINUED)**G. Dusting Building Surfaces**

The Contractor will use dusting tools and treated dust cloth to remove all dust, spider webs, dry soil, litter, etc., from all fixtures and surfaces from the floor up to and including the ceiling. This includes exposed surfaces of lights, ledges, walls, ceiling, piping, motors, switch gear, ceiling mounted fans, partitions, rails, vertical and horizontal blinds and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment below and including the ceiling surface.

H. Empty Trash Receptacles/Replace Liners

The Contractor will remove all trash and replace all trash receptacle liners when empty with a new trash receptacle liner of the proper size. The Contractor will remove non-permanent stains and soil from trash receptacles to include tops/lids. The Contractor will remove unsightly soil, grass, leaves, cans, litter, etc., from the building, patios and surrounding areas. The Contractor will maintain areas around all dumpsters free of litter, trash, etc. The grounds, parking areas, sidewalks (adjacent to buildings), exterior exit landings, and exterior stairs are to be policed and free of litter, etc., upon request by the Facility Administrator.

I. Spot Clean Building Surfaces

The Contractor will insure all foreign substances are removed from the surfaces of ledges, window, partition glass, window sills, blinds, fire extinguishers, walls, doors, frames and sills, pictures partitions, rails, stainless steel, chrome, brass and other types of fixtures and surfaces.

J. Remove Carpet Stains

The Contractor will use carpet stain remover and gum remover to remove carpet stains and gummy soil from floor mats and all carpet surfaces when present. The Contractor will use stain remover and equipment approved by the Facility Manager to remove stains when first discovered (within 24 hours). Stains are considered any discoloring of the carpet that covers an area of four (4) square foot or less.

K. Spray Buff

Spray buffing will be used to restore a uniform gloss and protective finish to resilient tile or terrazzo floors, which are finished with floor finish. All spray buff solutions shall be removed from baseboards, furniture, trash receptacles, etc.

L. Maintaining Marble, Granite Travertine and Terrazzo (non-finished)

Dust mop with an untreated dust mop, and spot cleaning will be accomplished as soon as possible after a spill occurs. Spot cleaning will be done by a method approved by the Facility Manager.

M. Carpet Care

All vacuuming in County facilities will be performed by using only approved vacuum equipment. Vacuum cleaners must filter 99.97% of all airborne contaminants i.e. HEPA filtration system. The Contractor will vacuum carpets and mats each cycle to remove visible soil and debris from the carpet surface and from within the carpet pile. All moveable furnishings will be moved to vacuum and replaced in their original locations. The Contractor will use hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum.

N. Clean Glass at all Sites

The Contractor will clean all glass. Framework shall also be cleaned. This includes skylights.

SECTION E – SPECIFICATIONS (CONTINUED)**O. Clean Walkways, Garages**

The Contractor will pick up litter, clean and sweep all facility exterior walkways, seating areas, patios and planting areas surrounding the buildings. All trash receptacles and cigarette urns shall be emptied and trash removed from these areas and liners securely replaced. Elevators, stairways and parking areas shall be cleaned as part of this contract.

P. Stairwells

The Contractor will keep stairwells free of dirt, dust, cob webs, trash, litter, etc. in all stairwells. Stairwells are to be damp mopped. Walls, handrails and risers will be kept clean.

Q. Machine Scrub Floors

The Contractor will use floor machines with scrubbing brushes with detergent or degreaser solution to remove soil and stains from floor surfaces such as concrete, brick or pavers, grouted tile and other such uneven or rough floors. The Contractor will remove all splash marks from baseboards, doors, walls, furniture and other such surfaces.

R. Reconditioning of Non-carpeted Floors (VCT, Ceramic, rubber, solid vinyl tile, excluding any unfinished stone example marble, granite)

The Contractor will remove soil, scratches and scuff marks and the top layer floor finish from non-carpeted floors. The Contractor will apply a minimum of two (2) additional coats of non-skid floor finish within one (1) inch of baseboards and furniture sitting directly on the floor. After the finish has dried, the reflection shall be uniform and no streaks, swirls or scratches shall be visible. All light weight furniture must be moved and replaced after the finish has dried. The Contractor will recondition/clean two (2) times per year.

S. Pressure Cleaning

The Contractor will use a high/low pressure sprayer/washer, as directed by the Facility Manager and hot water, degreaser, scraper, brushes etc. to remove soil, mold, mildew, litter, grease, oil, gum, tar, etc. from concrete floors, walls and adjacent surfaces, entryways/walkways, court yards, bricks dumpster areas patios and parking garages. All pressure cleaning will be scheduled with the Facility Manager as needed not to exceed four (4) times a year.

T. Overhead Cleaning

The Contractor will perform cleaning of all fixtures and surfaces from the floor up to and including the ceiling around fixtures. This includes exposed surfaces of lights, vents, A/C diffuser, grilles, light fixtures, skylights, ceiling vents, etc. This includes removal of all debris in/on light fixtures.

U. Elevators

Door tracks and all treads are to be kept clean. All walls and related surfaces are to be wiped down using appropriate cleaning products. All elevator ceilings, walls and fixtures will be dusted. The floor/landings will be damp mopped or vacuumed and spot cleaned as appropriate. All related surfaces shall be cleaned and kept stain free. All malfunctioning lights, buttons, arrows, buzzers, etc. will be reported to the Facility Manager within a reasonable time as determined by the Facility Manager.

SECTION E – SPECIFICATIONS (CONTINUED)

V. Chemical Brands

A list of chemicals to be used for this contract will be submitted to the Facility Manager prior to commencement of the Contract. This list will remain current at all times. No chemical will be introduced into any county building without prior approval from the Facility Manager. The Contractor will submit a list to Facility Management defining the product use, brand name, manufacturer's complete name, address, telephone number and MSDS. Bleach, ammonia and acid products shall not be used or maintained on premises unless approved by the Facility Manager.

W. Labeling

All solution containers shall be labeled with a label provided by its manufacturer or with a photocopy of the label from the chemical container and HMIG (Hazardous Material Identification Guide) labels.

X. Slip Resistance

The Contractor will verify that all floor finishes and sealers meet or exceed industry standards as established by the Chemical Specialties Manufacturer's Association. Floor finishing materials must have a static "coefficient of friction" of at least 0.5 when tested by a slip meter. Spray buff solutions and other such chemicals applied to non-carpeted floors shall provide adequate protection against slippery floors

14. LOCATIONS/BUILDINGS/AREAS:**South Cross Bayou WWTF, 7401 54th Ave. N., St. Petersburg, 33709**

Power & Control Building	Sludge Thickening & Storage
Reclaimed Water Pumping	Sludge Pump
Sludge Gas Holding Tank Area	Maintenance Building
Odor Control & Sludge Valves	Automatic Backwash
Sludge Dewatering Building	Dechlorination Building
Blower Building	Chlorination Building
Primary Clarifiers	Effluent Pumping
Generator Buildings 1-4	Blower Building
Headworks	Grit Facility
Control Building	Tram Building

Logan Station, 1620 Ridge Rd., Largo, 33778

Pump Room	Switch Gear
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McKay Creek WWTF, 11700 Hamlin Blvd., Largo, 33774

Pump Room
Office
Bathroom

Oakhurst Station, 11323 74th Ave. N., Seminole, 33772

Pump Room
All interior and Bathroom

Gulf Beach Station, 4501 Gulf Blvd., St. Pete Beach, 33706

Pump Room
Bathroom

Capri Isle Pump Station, 12050 2nd St. E., St. Pete Beach, 33706

Pump Room
Bathroom

SECTION E – SPECIFICATIONS (CONTINUED)

North Booster Station, 27707 US 19 N, Clearwater, 34621

Pump Room
Bathroom

W. E. Dunn WWTF, 4111 Dunn Dr., Palm Harbor, 34683

RAS Building	Administration Park
Warehouse	Maintenance Shop
RCW Pump Station	Dewatering Building
Headwork's	MCC Buildings
Headwork's Scrubber	Headwork's Grade Level Bldg.
Blower Building @ SHT's	Chlorine Building
	Generator Building @
	Dewatering Building

S. K. Keller WTF, 3655 Keller Cir., Tarpon Springs, 34688

H2S Transfer Building
Main Pump Station Building

Oldsmar Interconnect Building, 3120 Canal park, Oldsmar, 34677

Pump Room
Switch Room

SECTION F - BID SUMMARY

Bid Title: Janitorial, Industrial - Utilities
 Bid Number: 089-0178-B (LN)

ALL SPACES MUST BE COMPLETED OR BID MAY BE REJECTED!

	SITE LOCATIONS	OCCURRENCE	PRICE PER OCCURRENCE		ANNUAL TOTAL	ONE TIME DEEP CLEAN PRICE
1	South Cross Bayou WWTF All Buildings	Every other month	\$	X 6	\$	\$
2	Logan Station, Pump	Every other month	\$	X 6	\$	\$
3	McKay Creek WWTF, Pump	Every other month	\$	X 6	\$	\$
4	Oakhurst Station, Pump	Every other month	\$	X 6	\$	\$
5	Gulf Beach Station, Pump	Every other month	\$	X 6	\$	\$
6	Capri Isle Pump Station, Pump	Every other month	\$	X 6	\$	\$
7	North Booster Station, Pump	Every other month	\$	X 6	\$	\$
8	Oldsmar Interconnect Building	Quarterly	\$	X 4	\$	\$
9	WE Dunn WWTF, All Buildings	Quarterly	\$	X 4	\$	\$
10	SK Keller WTF, Main Pump Station	Every other month	\$	X 6	\$	\$
11	Day Porter Cost per Hour	(Estimated 4,000 hours) hours may vary as need arises	\$ (Hourly Rate)	\$ (Hourly Rate X 4,000 Hours)		
SUB-TOTALS				\$	\$	
TOTAL AMOUNT OF BID						\$

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER
 NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE

IF THE COUNTY IS EXPECTED TO SIGN ANY AGREEMENTS, PLEASE SUBMIT DOCUMENTS WITH YOUR BID. OTHERWISE, UPON AWARD, THE TERMS AND CONDITIONS OF THE COUNTY'S SERVICE PURCHASE ORDER WILL APPLY. A COPY OF THE TERMS AND CONDITIONS OF THE SERVICE PURCHASE ORDER IS ATTACHED AT THE END OF THE BID DOCUMENT.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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 No. **089-0178-B (LN)** for **Janitorial, Industrial - Utilities**

- ☐ 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: _____

PINELLAS COUNTY TERMS AND CONDITIONS FOR SERVICES

INVOICING – Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), Total, and SHIP TO ADDRESS.

ACCEPTANCE – ENTIRE AGREEMENT – Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT – Any assignment of the work to be performed, in whole or in part, or any other interest hereunder, without our written consent, except an assignment confined solely to monies due or to become due; shall be void. It is expressly agreed that any such assignment of monies be void to the extent that it attempts to impose upon Pinellas County obligation to the assignee additional to the payment of such monies, or to preclude Pinellas County from dealing solely and directly with Contractor in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

COMPLIANCE WITH APPLICABLE LAWS – Contractor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of this date.

CANCELLATION – Pinellas County reserves the right to cancel this contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, 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 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.

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

INDEMNITY PROVISION – Contractor shall indemnify, pay the costs of defense, including attorney's 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 said contractor, or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, or on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

AUTHORIZED SIGNATURE /
DATE: _____

SIGNED ACKNOWLEDGEMENT MUST BE RETURNED TO THE PURCHASING DEPARTMENT
05/2005

INSURANCE – The Contractor shall maintain insurance acceptable to the County in full force and effect throughout the term of this Purchase Order. 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 the commencement of any work under this contract.

AUDIT – The Contractor shall retain records relating to this contract 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, Chapter 2.

GOVERNING LAW – The laws of the State of Florida shall govern this contract.

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. All payments shall be made in accordance with the Florida Prompt Payment Act, Florida Statutes § 218.70, et. seq.

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 the 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 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 contract, at the discretion of the County.

PERMITS/LICENSES – Contractor is responsible for obtaining any permits/licenses necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.

FISCAL NON-FUNDING – 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 Contract shall terminate on the last day of then current fiscal period without penalty or expense to the County.

SEVERABILITY – If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not effect the validity of the remaining portion thereof.