

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

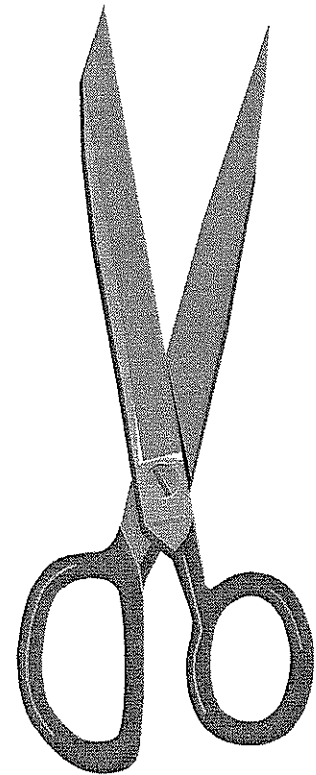
SEALED BID NO.: 101-0142-B (RM)

BID TITLE: LABORATORY TESTING SERVICES

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

SUBMITTED BY: _____
(Name of Company)

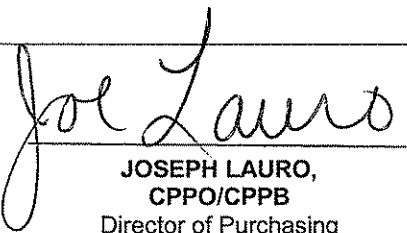
DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



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 – 6 TH FLOOR CLEARWATER, FL 33756		INVITATION TO BID
ISSUE DATE: April 6, 2011	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: LABORATORY TESTING SERVICES		BID NUMBER: 101-0142-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SUBMITTAL DUE: April 26, 2011 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.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 rmmckenz@pinellascounty.org Phone: 727-464-3795 Fax: 727-464-3925		 JOSEPH LAURO, CPPO/CPPB Director of Purchasing
<u>THE MISSION OF PINELLAS COUNTY</u> 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.		

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 18 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: Laboratory Testing Services****Bid Number: 101-0142-B (RM)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for Laboratory Testing Services, as and when required. The Pinellas County Utilities department (hereinafter referred to as "PCU") is seeking bids from interested and qualified providers of laboratory testing services for the provision of Laboratory Testing Services to include, but not limited to, testing environmental waters, potable water and sludge, as required by the State of Florida.
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:** All 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 Thirty Six (36) months from the date of contract award and any extension thereof but not before the expiration of the current contract. The current contract expires June 12, 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 U.S. Bureau of Labor Statistics Employment Cost Index ("ECI") (<http://www.bls.gov/news.release/eci.t05.htm>); Table 5 Compensation Not Seasonally Adjusted: Professional Scientific and Technical Services 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. **MANDATORY PRE-BID CONFERENCE:** N/A
6. **BID GUARANTEE AND/OR PERFORMANCE SECURITY:** 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.
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.

SECTION B - SPECIAL CONDITIONS**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

Bid Title: Laboratory Testing Services

Bid Number: 101-0142-B (RM)

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) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
 - (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.
 - (6) ~~Builder's Risk in an All Risk Completed Value form covering insurable interest of both Owner and Contractor as their interests may appear, in an amount to be approved by Owner.~~
 - (7) ~~Comprehensive 3D, or equivalent, in the amount of at least \$_____ protecting assets of the County in the form of currency, coin, checks, securities and other valuables while in the care, custody or control of Contractor, and as provided in the terms of this Contract.~~
- 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: Laboratory Testing Services****Bid Number: 101-0142-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 GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____ 2. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

CONTACT EMAIL: _____ CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____ 4. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

CONTACT EMAIL: _____ CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

SECTION E – SPECIFICATIONS**Bid Title: Laboratory Testing Services****Bid Number: 101-0142-B (RM)****A. OBJECTIVE:**

The County is seeking to establish a contract with qualified Laboratories for the provision of Laboratory Testing Services to include, but is not limited to, testing environmental waters, potable water, soil and sludge as required by the State of Florida. The successful bidder(s) shall furnish all labor, equipment, analytical instruments, vehicles, supplies, incidentals and materials necessary for the performance of the contract. **Lab results provided in this contract must be from a laboratory certified by the State of Florida.** To be considered for award of this contract, interested Laboratories are required to specifically meet or exceed the following minimum specifications and shall present proof of qualifications prior to award.

B. SCOPE OF WORK**1. Minimum Requirements:**

- A. The Contract Laboratory will pay shipping charges to and from designated Pinellas County pickup locations. A local contact shall be designated for pickup of samples if requested. Most samples for transport come to three locations, the PC Laboratory (Lab) in Largo, FL. Watershed Mgmt. at 300 S. Garden St Clearwater, and the Drew St Complex in Clearwater FL. Samples can either be picked up by a courier, by the Contract Laboratory, or shipped by one of the major shipping companies. The method is at the discretion of the Contract Laboratory. There is no regular schedule for these samples and there could be a number of shipments per week or none, but in normal operating circumstances, between 1 and 2 shipments per week is a more likely number. The number and kind of analyses depend on the sampling activity of multiple County departments, which is controlled by the individual departments. There is a potential for an emergency pick up, although it is a rare event. Most often PC calls one day for pick up on the next day. PC would consider an emergency pick up to be one where PC called in the morning for a pick up in the early afternoon. There may be a potential for weekend services. For example, if our drinking water supply was suspected of having been contaminated on purpose (generating health and safety concerns) and the samples required a specific contract lab analysis, the County expects that analysis would be provided by the contract lab even on a weekend.
- B. The report delivery times for routine parameter testing must not exceed 14 calendar days. Electronic reporting in PDF or any similar format is acceptable for meeting this turn-around requirement. In select instances, hard copies of reports may be to be provided in addition to electronic reports. Exceptions to report delivery times would be granted for those analytes that require more than 14-calendar days for the analyses to be completed.

A 14-calendar day turnaround time for routine report delivery is expected to be met by the Contract Laboratory. Review of this requirement will be on a weekly basis. In the event the Contract Laboratory fails to comply with this requirement PC shall issue to the Contract Laboratory a written warning describing such failure. Should the Contract Laboratory's noncompliance continue for four (4) consecutive weeks, with written warnings, PCU will have the option to deduct from the invoice of reports not meeting the requirement an amount equal to 10 % of the invoice total. If non-compliance with the 14-calendar day turn-around time continues for eight (8) consecutive weeks, with written warnings, PC will have the option to deduct from the invoice of reports an amount equal to 20% of the invoice total. Persistent and repeated failure of the Contract Laboratory to comply with this 14-calendar day turn around time in any 3 month interval may be interpreted as default for the purposes of this section.

Report formats are to be in a standard lab format that meets National Environmental Laboratory Accreditation Conference (NELAC) requirements and EDD file in Excel format. In addition, special report formats including Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP) ADAPT and STORET format, and Florida Department of Health FDOH) formats; e.g. FDOH primary and secondary contaminants report form may be required for some samples. The Contract Laboratory may be asked to also furnish copies of raw data records sheets, result calculations, etc. for any samples submitted. The Contract Laboratory may be audited by PC Lab annually, and may be subjected to unannounced on-site inspections.

SECTION E – SPECIFICATIONS - Continued

All reports are to include a copy of the Chain-of-Custody (COC) form submitted with the samples. PCU will pay for County personnel who would do the Contract Laboratory inspection.

- C. All analytical methods used for analysis will be state and EPA approved methodologies as specified in "NELAC/TNI" requirements. These methodologies can be, but are not limited to "Standard Methods", "Manual for the Certification of Laboratories Analyzing Drinking Water", "Test Methods for the Evaluation of Solid Waste (SW-846)", "EPA POTW Sludge Sampling and Analysis Guidance Document", and Radiochemical methodologies as stated in Federal Register. 40 CFR 141. A Contract Lab may be asked to run analyses with a methodology specified by PC. The cost for these services would be negotiated at the time of the request.

Oil and Grease must be analyzed by an approved method in 40 CFR 136 for environmental sample requests. As stated the request is for two results (when applicable) for environmental samples: Total Oil and Grease and Total Recoverable Petroleum Hydrocarbons.

- D. Upon award of contract, a specific person at the contract lab shall be designated for contact with PC for consultation services, either, by phone or in person, if necessary.
- E. Contract Laboratory personnel must be qualified in giving testimony, depositions or court appearances if required and is requested to do so by PC.
- F. The Contract Laboratory will have the capability to analyze samples with the following matrices: potable water; environmental water; soils, and liquid/cake biosolids.
- G. At a minimum, all analytical runs of PC samples will be required to include QC checks on 10% of the samples analyzed. The QC checks must meet the stricter of the method, NELAC/TNI or Regulation quality assurance criteria. The QC generated will be submitted with the sample report. Contract laboratory QC will be monitored using these reports as well as double blind samples submitted by the PC.
- H. Participation in the quarterly Regional Ambient Monitoring Program (RAMP) meetings is expected. *Any costs for participating are to be included in the contract price and are not billable as a separate item to PC.

*Discussions in the meeting include, but are not limited to interlab comparisons of results, regulatory requirements, method procedures, sampling improvements, agency requirements, etc.

2. The following information/documents are required and should be included with bidder's submission. Failure to provide the documents prior to award will result in a bid being deemed non-responsive.

- A. Copies of current State, NELAP, and EPA certifications or other documentation that firmly establishes to the satisfaction of PCU the certification status of the Contract Laboratory for all listed parameters.
- B. One (1) copy of the Laboratory NELAC compliant "Quality Manual.
- C. The results from the most recent previous two WP/WS/NELAC Proficiency Testing studies.
- D. Copies of the last two FDOH Contract Laboratory assessments with corrective actions taken.
- E. Documentation that shows that the Contract Laboratory is certified by the State of Florida.

SECTION F – BID SUMMARY

Bid Title: Laboratory Testing Services

Bid Number: 101-0142-B (RM)

All prices submitted for all listed parameters shall be a firm, fixed, best price. All associated costs shall be included in the bid price. These include but are not limited to sample containers (preservation, shipping coolers, specific shipping materials like custody seals, packing material, etc.) and... handling; (delivery; surcharges; travel; or any other incidental charges) that may be required for the completion of the contract. Additionally, provide the Analysis Method number(s) to be used and the Method Detection Limit (MDL) for all listed parameters. It is also requested that a discounted price for all analyses for which your laboratory is certified be included with the bid submittal.

BIDDER'S NAME:					
Environmental Waters					
	Annual	Analysis			
	Approx.	Method	Method	Units	Pinellas
	Sample	Number(s)	Detection		County
	Numbers	To Be Used	Limit		Price
Elements / Methods					
Asbestos	4				
Cyanide, Free	4				
Cyanide, Total	110				
Foaming Agents	40				
Sulfides	20				
Total Organic Halides	20				
Total Phenolics	90				
Gross Alpha	20				
Radium 226	20				
Radium 228	20				
Chemical Oxygen Demand	20				
Oil & Grease	70				
Oil & Grease Hydrocarbon	20				
Chlorinated Herbicides	20				
Organophosphorous Herbicides	20				
Organochlorine Herbicides	20				
Base-Neutral Acid Extractables	20				
Purgeable Organics	20				
Mercury	20				
Mercury-Trace	20				
Tin	10				
Analyte Groups / Calculations					
Appendix I, 40 CFR 258 Group	10				
Appendix II, 40 CFR 258 Group	10				
TCLP – Metals	2				
Chlorophyll a corrected	1104	SM10200H	0.50	mg/m3	
Chlorophyll a uncorrected	1104	SM10200H	0.50	mg/m3	
Chlorophyll b	1104	SM10200H	0.50	mg/m3	
Chlorophyll c	1104	SM10200H	0.50	mg/m3	
Pheophytin	1104	SM10200H	0.50	mg/m3	
Total Kjeldahl Nitrogen (TKN)	1104	EPA351.2	0.25	mg/L	
Total Kjeldahl Nitrogen (TKN)	6	EPA351.2	0.25	mg/L	
Ammonia-N (NH3)	1110	EPA 350.1 or SM 4500	0.02	mg/L	

SECTION F – BID SUMMARY - Continued

BIDDER'S NAME:					
Environmental Waters					
	Annual	Analysis			
	Approx.	Method	Method	Units	Pinellas
	Sample	Number(s)	Detection		County
	Numbers	To Be Used	Limit		Price
Water Quality Monitoring					
Orthophosphorus (Low)	1110	EPA 365.1 or SM 4500 P-F	0.0026	mg/L	
Total Phosphorus	1104	EPA 364.4	0.05	mg/L	
Total Phosphorus	6	EPA 364.4	0.016	mg/L	
Nitrate + Nitrite (NOX)	1104	EPA 353.2 or SM 4500	0.025	mg/L	
Nitrate + Nitrite (NOX)	6	EPA 353.2 or SM 4500	0.012	mg/L	
Turbidity	1110	EPA 180.1 or SM 2130 B	0.2	NTU	
Total Suspended Solids (TSS)	1104	SM 2540 D	1	mg/L	
BioChemical Oxygen Demand (BOD5)	534	SM5210 B	2	mg/L	
Color-true color	88	SM 2120 B	N/A	PCU	
Fecal Coliform	534	SM 9222 D	1	CFU/100mL	
Enterococci	534	Enterolert	1	MPN/100mL	
Aluminum (dissolved)	54	EPA 200.7	0.02	mg/L	
Aluminum (sediment)	6	EPA 6010	2	mg/kg	
Total Lead	6	EPA 200.7	0.002	mg/L	
Total Copper	6	EPA 200.7	0.005	mg/L	
Total Cadmium	6	EPA 200.7	0.001	mg/L	
Total Chromium	6	EPA 200.7	0.001	mg/L	
Total Zink	6	EPA 200.7	0.005	mg/L	
Total Hardness	7	EPA 200.7	1.6	mg/L	
Percent (%) of discount off Laboratory List Price for other tests not listed in this category					

SECTION F – BID SUMMARY – Continued

BIDDER'S NAME:					
Potable Waters					
	Annual	Analysis			
	Approx.	Method	Method	Units	Pinellas
	Sample	Number(s)	Detection		County
	Numbers	To Be Used	Limit		Price
Elements / Methods					
Asbestos	3				
Bromate	10				
Chlorite	10				
Foaming Agents (Surfactant)	5				
Total Cyanide	10				
Gross Alpha	5				
Radium 226	5				
Radium 228	5				
Uranium	5				
Carbamates	45				
Chlorinated Pesticides	45				
Chlorinated Herbicides	45				
Organophosphorous pesticides	45				
Glyphosphates	45				
Endothall	45				
Diquat	45				
Dioxin	5				
Mercury	5				
Percent (%) of discount off Laboratory List Price for other tests not listed in this category					

BIDDER'S NAME:					
Solids and Sludge					
Elements/Methods					
	Annual	Analysis			
	Approx.	Method	Method	Units	Pinellas
	Sample	Number	Detection		County
	Numbers	To Be Used	Limit		Price
Arsenic	10				
Cadmium	10				
Chromium	10				
Copper	10				
Lead	10				
Mercury	10				
Molybdenum	10				
Nickel	10				
Potassium	10				
Selenium	10				
Zinc	10				
pH	10				
Total Keldahl Nitrogen (TKN)	10				
Nitrate-Nitrite (NOX)	10				
% Total Solids	10				
Percent (%) of discount off Laboratory List Price for other tests not listed in this category					

SECTION F – BID SUMMARY - Continued

PARAMETER TOTAL BID

\$

STANDARD TURNAROUND TIME FROM THE DATE SAMPLES ARE RECEIVED:

WORKING DAYS

PRICING PROVIDED ON THE FOLLOWING TABLES WILL NOT BE USED AS A BASIS TO DETERMINE AWARD OF BID**Inclusive of all charges including, but not limited to travel and other incidental expenses that may be required to perform the service.**

DESCRIPTION of PROFESSIONAL SERVICES	FIRM, FIXED HOUR RATE AND/OR DAY RATE	
If identified by another name, please indicate the name used by your firm	Inclusive of all charges including, but not limited to travel and other incidental expenses that may be required to perform the service.	
	HOUR RATE	DAY RATE
Chemist Consultation	\$	\$
Chemist Method Development or Lab Research	\$	\$
Technician Lab Services	\$	\$
Field Sampling – One technician crew	\$	\$
Field Sampling – Two technician crew	\$	\$
Expert Witness Testimony or Deposition	\$	\$
Administrative Services	\$	\$
QA Data Validation	\$	\$
TOTAL HOUR/ DAY RATES FOR PROFESSIONAL SERVICES	\$	\$

DESCRIPTION of FIELD SERVICES	FIRM, FIXED HOUR RATE AND/OR DAY RATE	
If identified by another name, please indicate the name used by your firm.	Inclusive of all charges including, but not limited to travel and other incidental expenses that may be required to perform the service.	
	HOUR RATE	DAY RATE
Technician	\$	\$
Automatic Composite Sampler (ISCO or equivalent)	\$	\$
Peristaltic pump rental	\$	\$
Ponar dredge rental	\$	\$
Auger rental	\$	\$
Analytical meter rental (pH, conductance, turbidity, D.O.)	\$	\$
TOTAL HOUR/DAY RATES FOR FIELD SERVICES	\$	\$

SECTION F – BID SUMMARY - Continued

PRICING PROVIDED ON THE FOLLOWING TABLES WILL NOT BE USED AS A BASIS TO DETERMINE AWARD OF BID

Inclusive of all charges including, but not limited to travel and other incidental expenses that may be required to perform the service.

MISCELLANEOUS PROFESSIONAL SERVICES (Include any other available)	CUSTOMARY UNIT OF MEASUREMENT	RATE
Extended Laboratory Sample Storage		\$
Data Package		\$

MISCELLANEOUS FIELD SERVICES (Include any other available)	CUSTOMARY UNIT OF MEASUREMENT	RATE
Bailers (Teflon)		\$
1.0 micron TFE Filters for field filtration		\$
Sampling vehicles		\$
Pump tubing, gloves, other incidental sampling materials		\$

RUSH SERVICES	RUSH SERVICE CHARGES	
TURNAROUND TIME	CUSTOMARY UNIT OF MEASUREMENT	RATE
1-2 Working Days		\$
3 Working Days		\$
4 Working Days		\$
5 Working Days		\$
6-8 Working Days		\$

THE COUNTY WILL NOT SIGN AN AGREEMENT.

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.

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 CERTIFICATION

Substitute
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.

Social security number

or

Employer identification number

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

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: Laboratory Testing Services

Bid No: 101-0142-P (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 , 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 No. **101-0142-P (RM)** for **Laboratory Testing Services**

- ☐ 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/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, the 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 quote, of 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, 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**

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 Quote, 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 Quote. 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.