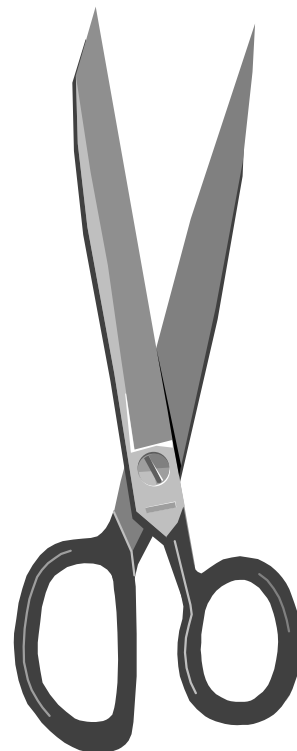


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	089-0235-B (MW)
BID TITLE:	Testing Services - Indoor Air Quality - Countywide
DUE DATE/TIME:	May 14, 2009 @ 3:00 P.M.
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	
PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th 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 15, 2009		BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: Testing Services - Indoor Air Quality - Countywide		BID NUMBER: 089-0205-B (MW)	
SUBMITTAL DUE: May 14, 2009 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE.		PRE-BID DATE & LOCATION: NOT APPLICABLE	
DEADLINE FOR WRITTEN QUESTIONS: May 1, 2009 BY 3:00 P.M. SUBMIT QUESTIONS TO: MICHAEL WILSON, CPPB AT mwwilson@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3925			
COMMISSIONERS CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI KENNETH T. WELCH		<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.	
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)
 AMOUNT OF \$ _____

*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE

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 PAGES 19 AND 20 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: Testing Services - Indoor Air Quality - Countywide
Bid Number: 089-0235-B (MW)

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for Indoor Air Quality Testing Services Countywide, 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. Price adjustments may be requested in writing every twelve (12) months during the duration of the contract. Price adjustments are not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. It is the vendor's responsibility to request any pricing adjustment under this provision in writing to the Purchasing Department.
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 one (1) additional twenty-four (24) month period beyond the primary contract period. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.
5. **UNSPECIFIED SERVICES/MATERIALS:**
Contract includes an allowance for unspecified services/materials, for related items not on contract. This allowance will not be used to determine award, and there is no guarantee that the total funds identified under this paragraph will be required, or used.
6. **PURCHASES & INVOICING:**
Purchases will be authorized by the County Departmental Representatives' by Purchase Order which will be established for this contract. Invoices shall be forwarded to the County Representative at the address listed on the Purchase Order:
 - The Vendor shall submit invoices upon the County's acceptance of work or delivery of materials.
 - Invoices shall reference the County's Purchase Order.
 - Invoices shall identify the individual bid items, quantities and pricing.
 - Unspecified Materials, when utilized, shall be identified as a separate line item on invoices.
7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.
9. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

SECTION 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.
 - (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000 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) **\$500,000.00** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (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.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**Insurance Endorsements – Continued**

- (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: Testing Services - Indoor Air Quality - Countywide
Bid Number: 089-0235-B (MW)

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

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: Testing Services - Indoor Air Quality - Countywide
Bid Number: 089-0235-B (MW)

A. BACKGROUND AND INTENT:

It is the intent of Pinellas County to establish a Time and Materials service based contract with a qualified contractor to provide comprehensive Indoor Air Quality (IAQ) Testing Countywide, as and when required by various County Departments.

B. SCOPE OF WORK:

The Contractor shall obtain samples, conduct IAQ testing, perform baseline survey of structures, evaluate, analyze, recommend, report, and/or formulate programs on a time and material basis and in accordance with the terms and conditions specified herein. Sampling shall be limited to that of a non-destructive nature, unless and until the Contractor coordinates with the Pinellas County Risk Management Department, who will in turn coordinate with those responsible for the maintenance of the particular facility in question, for an exception to policy. Any destructive sampling shall be limited to a one-time exception for a specific location, and shall not commence unless and until specifically approved in advance. Work performed under this Contract shall be performed at various facilities located within Pinellas County. The Contractor shall be responsible for providing all necessary supplies, equipment, and personnel to obtain samples, conduct testing, evaluate, analyze, recommend, and provide reports for environmental health hazards that arise in the work environment, as directed by the Project Manager. These services shall include building/HVAC inspection, testing, evaluation, and decontamination services; the determination of biological agents (i.e., fungi, bacteria, allergens), chemical contaminants and other irritants which are potentially harmful to human health; and the recognition, evaluation, and control of environmental factors or stressors (physical agents) that may cause sickness, impaired health, or significant discomfort to employees. The Contractor may be required to monitor asbestos abatement projects performed at County facilities. In addition, the County will occasionally request assistance in formulating programs to comply with regulatory requirements of various agencies such as OSHA, EPA, DOT, and State of Florida. The scope of work will be provided to the Contractor with a work request. The Contractor shall do any and all work, and furnish all management, supervision, labor, components, transportation, supplies, materials, equipment, tools, and appurtenances necessary for the performance of this contract, in the manner called for, at the price agreed upon, by the terms and conditions herein, and to the satisfaction of the County.

The Industrial Hygienists, or other similarly trained professionals assigned to the County projects shall be able to utilize all equipment indicated under "EQUIPMENT" on the Pricing Pages.

- (a) Any mechanical hygiene services shall be performed by individuals who are licensed for such work (State of Florida Mechanical Contractor).
- (b) Any duct cleaning work shall be performed by individuals who are certified for such work (i.e., NADCA certification or equivalent).
- (c) It is highly desirable that a complement of the listed industrial hygienists or other similarly trained professionals assigned to County projects have advanced certifications (i.e., Asbestos, Lead-based Paint Inspector Certification, etc).

One Professional or combination of Professionals shall have AHERA (Asbestos) Supervisor, Inspector, Management Planner, and Project Designer Certifications, Lead Based Paint Inspector/Risk Assessor Certifications, and Certified Industrial Hygienist Certification.

Field individuals shall be under the direction of a Industrial Hygienist or other similarly trained professionals assigned to the County projects in order to perform all aspects of indoor air quality sampling for the "LABORATORY TESTS" indicated on the Pricing Pages in accordance with best available and practicable technology.

The Contractor shall comply with all terms and conditions contained herein which are hereby made a part of this contract. The submission of a Bid shall be considered as prima facie evidence that the Bidder has familiarized himself/herself with and understands the conditions under which this Contract will be awarded, performed, and administered.

SECTION E - SPECIFICATIONS

C. BIDDER'S QUALIFICATION:**Each Bidder shall submit the following information with their Bid:**

- 1) Firms Experience
 - (a) A statement of experience detailing the projects which are similar in scope and complexity to the work described herein.
 - (b) At a minimum, the Bidder must submit a list of at least three contracts where they have performed services comparable to those specified during the past five years.
 - (c) On the above list describe the general scope of duties performed for each client and include the name of the business and the name and telephone number of the individual to contact for a reference.
- 2) Professional/Staff Qualifications
 - a) The Bidder shall submit a resume of at least one (1) proposed Industrial Hygienists that will be available to perform Work under this Contract.
 - b) All professionals shall submit resumes and current certifications valid in the State of Florida that state they have been actively engaged in the type of work described for a minimum of three years. Resumes shall indicate educational, technical, and professional experience.
- 3) Laboratory
 - a) The Bidder shall provide two references for each laboratory, where they have performed similar services.
 - b) The Bidder shall furnish a copy of the American Industrial Hygiene Association (AIHA) Environmental Microbiology Laboratory Accreditation Program (EMLAP) accreditation certificate with their bids for each laboratory they intend to use for rendering services to the County under this contract.
 - c) Provide a list of approved laboratories to be used for Asbestos testing.
- 4) Reports
 - a) The Bidder shall furnish samples of reports to be utilized by the Contractor to report to the County on services provided.
 - b) Each report should be accompanied by a brief explanation as to how it will be used and the Contractor's review process prior to forwarding reports to the County.
 - c) In addition, the description of any electronic reporting, if available, shall be submitted with the Bid.
If there is no electronic reporting available, then the Bidder must include a no available electronic reporting statement with their Bid.

FAILURE OF A BIDDER AND/OR SUBCONTRACTOR TO SUBMIT ANY OF THE ABOVE-REFERENCED INFORMATION AND OTHER REQUIRED BID SUBMISSION REFERENCED ELSEWHERE IN THE BID DOCUMENT MAY RENDER SUCH BID NONRESPONSIVE AND SUCH BID MAY NOT BE CONSIDERED FOR AWARD.

D. GENERAL REQUIREMENTS:

1. **Sampling:** All sampling shall be conducted in a manner to conform with all applicable Federal, State, and local laws, regulations, and ordinances, recognized professional standards and County Procedures.
2. **Test Results:** All test results shall be provided to the Project Manager in a report in accordance with Clause No. D. 5."Report" and format acceptable to the County. All reports must be signed by a Certified Industrial Hygienist.
3. **Work Site Visits:** Upon request by the Project Manager, the Contractor shall visit the County work sites to evaluate and analyze work areas to determine health hazards and recommend corrective or preventive measures. Sites may be office facilities, warehouses, construction sites, water plants, wastewater facilities, or any other work site at the County. Evaluation and analysis of work areas may be for OSHA compliance, reactive studies based upon observations, or pro-active studies.
4. **Recommendation:** The Contractor shall evaluate and recommend corrective or preventive measures for the County's consideration. Recommendations shall be consistent with all Federal, State, local laws, regulations, or ordinances and professional industrial hygiene standards.

SECTION E - SPECIFICATIONS**General Requirements – Continued:**

5. **Report:** The Contractor shall provide four (4) copies of required reports to the County Project Manager to include the following:
- a. all tests results (with testing protocol, testing conditions, period of test, number of samples taken, photographs of equipment, etc., as requested/required);
 - b. the evaluation and analysis of work areas in accordance with Clause No. D. 3, "Work Site Visits;" and recommendations in accordance with Clause No. D. 4, "Recommendation".

All reports must be in a format acceptable to the County and must be signed by a Certified Industrial Hygienist. The Contractor shall provide one original and three (3) copies of the report for each site visit.

E. TIME AND MATERIALS BASIS: The Contractor shall submit, to the Project Manager, a bid for the work on a Time and Materials basis for identified project(s). The Contractor shall not perform any Work until a verbal or written Project Notice to Proceed has been issued by the Project Manger.

F. PERSONNEL: The Contractor shall structure his personnel assignment based on the needs of the Project(s). The County Project Manager has the right to reject any personnel structure submitted which, in his/her opinion, is inadequately staffed or over staffed. Upon notification of such rejection, the Contractor shall submit, within 16 working hours, a revised personnel structure for approval. Failure to submit an acceptable personnel structure within the time specified shall result in such project being proposed on the open market.

G. LABOR: Bidders are required to submit, on the Pricing Pages under Section I of Section F, an all-inclusive hourly labor rates for work performed under this Contract. The hourly labor rates shall be given for each of the different labor classifications that are listed on the Pricing Pages in detail. The hourly rates bid shall include all fringe benefits, profit, overhead, and general and administrative costs (all inclusive). The time basis for labor charges will include only those hours actually at the job site, not portal to portal or mealtime.

H. LABORATORY TESTS: The County is requiring that the successful consultant utilize an AIHA EMLAP accredited laboratory for microbial samples as the minimum standard. Bidders are required to submit, on the Pricing Pages under Section II, an all-inclusive rate for each test to be performed under this Contract. Laboratory test costs shall include all sampling, testing, and reporting costs. Additional charges, over and above rates submitted on the Pricing Pages, such as mark-up, overhead, profit, or general and administrative costs, will not be allowed. Note: Rates shall include sample media, consumables, and shipping costs. The rates shall be given for each of the different laboratory tests that are listed on the Pricing Pages. The laboratory tests listed in Section II are examples of tests frequently required by the County. The rates submitted with the Bid for each test will be considered in the basis of award. The County shall reserve the right to add or delete the types of Laboratory Testing required during the contract term. In the event of an added test, the Contractor shall submit a written cost proposal to the County Project Manager within two working days after receiving notification of such addition. After the County Project Manager receives the proposed cost for the added testing, any proposed costs not accepted by the County Project Manager, will be returned to the Contractor, and the Contractor shall submit a revised cost proposal within two working days.

I. EQUIPMENT: Bidders are required to submit on the Pricing Pages under Section III, an all-inclusive rate for each piece of equipment to be utilized under this Contract. Rates shall include all rental, consumables, and delivery/shipping costs. The rates submitted with the Bid for each piece of equipment will be considered in the basis of award. Any other equipment that may become necessary during the Contract shall be identified separately by the Bidder.

J. PROJECT COST ESTIMATES: The Contractor shall receive work requests to conduct testing, evaluation and analysis, or program formulation from the Project Manager. The work request will outline the Scope of Work for the individual project. The Contractor shall provide the Project Manager with a written project Cost Estimate and work schedule within three calendar days of the request. All cost estimates, prepared by the Contractor at the County's request, shall be at no cost to the County. The Contractor agrees that these estimated costs shall be the maximum project cost if accepted by the County. The Contractor agrees that the County shall bear no liability or responsibility to the Contractor for the payment of any costs or charges in excess of the amount identified in the estimates. The written Cost Estimates shall be prepared and submitted to the County as applicable. The costs and types of all labor, material, and equipment to be used on a project shall be detailed. The County will pay for only those items itemized on the Cost Estimate which are accepted by the County's Project Manager. If the scope of the project changes, the Contractor shall resubmit a revised Cost Estimate to the County Project Manager for review and approval.

SECTION E - SPECIFICATIONS

K. PROJECT NOTICE TO PROCEED: The Contractor shall not begin Work on any project(s) under this Contract until such time as a verbal Project Notice to Proceed has been issued by the County Project Manager. A verbal Project Notice to Proceed will be given for each project followed by a written confirmation. The delivery release will be issued by the County Project Manager within 72 hours confirming the verbal Project Notice to Proceed. The commencement of work shall begin, for each project, as designated by the County Project Manager upon issuance of the verbal Notice to Proceed. Failure to start the project within the designated time period may be cause to terminate this Contract for default. Notice given by other than the County Project Manager shall not be accepted by the Contractor. If a change or additional work is required within the original scope of the Authorized Work, a verbal Project Notice to Proceed shall be issued by the County Project Manager. The Contractor shall, within three calendar days after the verbal Project Notice to Proceed, submit a revised Cost and Price Analysis Form incorporating the Additional Work. Upon receipt of the revised Cost and Price Analysis Form, the Project Manager will issue a change order to the Delivery Release.

L. WORKING HOURS: The Contractor will be permitted access to the County's facilities only between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except on holidays observed by the County. . Exceptions to the above hours of access may be required by the Project Manager and will be so indicated on the work request. If it becomes necessary for the Contractor to perform work during County non-working hours or on weekends or holidays, a list of the Contractor's employees who are scheduled to work must be given to the Project Manager. The Contractor's employees must have proper identification in their possession. The above procedure will insure proper ingress and egress at any facility in which the Contractor is required to work. All personnel employed by the Contractor shall be advised that the County has determined its facilities "Smoke-Free Areas." Upon request, designated smoking areas will be identified by the Project Manager. Violation of this requirement will result in the removal of Contractor's personnel from County property.

M. WORKING TIME: Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the County. Computation of the number of hours worked shall include only those hours spent at the job site, excluding mealtimes.

N. AFTER HOURS WORK: The Contractor may be required to perform certain projects or parts of projects during County non-working hours or weekends. There shall be additional compensation for "After Hours Work." (i.e. Time-and-a-half labor compensation)

O. SUBCONTRACTING: Subcontracting: The County requires all Bidders to identify all sub-Contractors to be utilized under this Contract. Each Bidder must list each such sub contractors in their Bid submission including the following information:

- a. Name(s), address(es), and telephone number(s) of proposed sub-Contractor(s); and
- b. The type of work that will be performed by the sub-Contractor(s) and the expected dollar value and percentages for each.

The County reserves the right to reject any sub-Contractor or their estimate if deemed excessive or unreasonable and may request the Contractor to obtain estimates from other sub-Contractors.

P. APPLICABLE LAWS AND PERMITS: The Contractor shall be responsible for obtaining any and all permits required to fulfill this Contract, and shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work may be performed.

Q. PRECAUTIONS DURING WORK: Much of the work to be done under this Contract will be performed in and around operating facilities. The Contractor must take whatever precautions are necessary to prevent interference with the County's operations. The buildings on which Contract work will be performed will normally be occupied. All work shall be executed in such a manner as to not interfere with the County's operations. The Contractor shall employ all necessary safety precautions to prevent injury to persons or damage to property and equipment. The Contractor shall be required to provide all safety equipment for their personnel and/or protection of work areas. If, at any time, the Project Manager feels proper safety measure is not being employed, the Contractor will be stopped from working and may resume work only at such time as the condition is remedied.

SECTION E - SPECIFICATIONS

R. CONFINED SPACE: The Contractor's employees may have to enter confined spaces to perform work as part of this Contract. Entry into a confined space is allowed only through strict compliance with OSHA 29 CFR 1910.146, latest revision. Each Bidder must submit with their Bid, a copy of their Confined Space Entry Program. The Program procedures must meet all applicable OSHA requirements for confined space entry. The Contractor is advised that all safety equipment necessary for the Contractor's employees to enter confined spaces will be provided by the Contractor. The County's Confined Space Entry Program will be made available to the Contractor, upon request, for informational purposes only. The Contractor's employees may also have to enter areas designated by the County as restricted access areas (e.g. high noise, chemical mixing areas). The Contractor is advised that all safety equipment necessary for the Contractor's employees to enter restricted access will be provided by the Contractor.

S. HEALTH AND SAFETY PLAN: Each Contractor must have a copy of their Health and Safety Plan available upon request. The Plan should illustrate how the Contractor's employees will be protected from Asbestos hazards as well as comply with all OSHA regulations. The County's Health and Safety Plan will be made available to the Contractor, upon request, for informational purposes only.

T. SECURITY: The Contractor's employees and subcontractor employees must comply with all County security rules and regulations with regards to parking and signing in and out of buildings. The Contractor's employees are prohibited from bringing into or taking out of any facility any personal hand-held bags, luggage, backpacks, cartons, or containers of any type (personal luggage). If personal luggage is found to be in the facility or on the person of the Contractor's employees, the County's security staff has the authority to search any and all personal luggage. Refusal by the Contractor's employees to allow search of luggage shall be grounds for directing the removal of the Contractor's employees. The Contractor shall secure equipment at all times when site is unattended.

If any employee is not approved to work on this Contract, the Contractor may resubmit for approval other proposed employees within seven calendar days upon issuance of written disapproval notification. Failure to submit this information within the time period specified may result in this Contract being terminated for default in accordance with the County's procedures. Note: The cost to perform this service will be borne by the Contractor. In addition, all Contractor's employees and sub Contractor's employees must possess color photo identification cards. The identification card must display a picture of the employee, the employee's name, and the Contractor's name. Identification cards must be worn at all times while on County property. Contractor's employees or sub Contractor's employees found on-site without proper identification will be immediately removed from the property. Failure to adhere to this requirement may result in the Contract being terminated in accordance with the County's Cancellation clause of the General Conditions, Item 27, Page 5.

U. TESTIMONIAL SERVICES: The Contractor may be required to appear as an expert witness in Court on behalf of the County. This service shall be provided at the flat hourly rate as submitted in Section I of the Pricing Pages. Mileage will be paid at the current approved mileage standard for the County per their "Guidelines for Payment and/or Reimbursement of Travel Expenses for Pinellas County Officer and Employees" (see Attachment A). Travel for testimonial services will be portal to portal. The County's current mileage reimbursement rate is .55 cents per mile effective January 1, 2009. The Contractor will be reimbursed at the prevailing County mileage reimbursement rate during the life of the contract.

V. DISSEMINATION OF INFORMATION: During the term of this Contract, the Contractor shall:

Not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written consent of the County; and Indemnify and hold harmless the County, its officers, agents and employees, from any and all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents or materials pertaining in any way to this Contract by the Contractor, his agents or employees.

SECTION F - BID SUBMITTAL

Bid Title: Testing Services - Indoor Air Quality - Countywide
Bid Number: 089-0235-B (MW)

LABOR RATES (All-Inclusive. Should list cost for professionals proposed for the work outlined)

LABORATORY TESTS (All-inclusive including sample media, consumables, and shipping costs.)

Note: A price must be entered for each laboratory test. Enter \$0 if there is no cost.

Laboratory Test Requires Price Per Test

A. Description	B. Unit of Measure	C. Estimated Annual Quantity	C. Cost Per Unit of Measure	D. Total
LABOR RATES				
1. Industrial Hygienist	HOUR	650	\$	\$
2. Certified Industrial Hygienist	HOUR	162	\$	\$
3. Technical Coordinator	HOUR	88	\$	\$
4. Lead Inspector	HOUR	2	\$	\$
5. Project Manager	HOUR	7	\$	\$
6. Admin-Word Processor	HOUR	150	\$	\$
7. Accredited Asbestos Surveyor	HOUR	10	\$	\$
8. Licensed Asbestos Consultant Review	HOUR	15	\$	\$
		TOTAL FOR LABOR		\$
A. Description	B. Unit of Measure	C. Estimated Annual Quantity	C. Cost Per Unit of Measure	D. Total
LAB TESTS				
9. Airborne Sampling for Asbestos by PCM Samples on site	EACH	40	\$	\$
10. Bulk Sampling for Asbestos by PCM Samples on site	EACH	437	\$	\$
11. Air-O-Cell Samples	EACH	138	\$	\$
12. Surface Tape Samples	EACH	20	\$	\$
13. Indoor Air Quality Meter	EACH	1	\$	\$
14. Fungus, Air	EACH	125	\$	\$
Lab Tests Continued on Next Page				

SECTION F - BID SUBMITTAL

Bid Title: Testing Services - Indoor Air Quality - Countywide
Bid Number: 089-0235-B (MW)

LAB TESTS - Continued

A. Description	B. Unit of Measure	C. Estimated Annual Quantity	C. Cost Per Unit of Measure	D. Total
15. Fungus, Wipe	EACH	38	\$	\$
16. Asbestos, Wipe	EACH	12	\$	\$
17. XR Lead Paint Chip Sampling	EACH	25	\$	\$
18. Swab Sample	EACH	7	\$	\$
TOTAL FOR LAB TESTS				\$

TOTAL LABOR: \$ _____

TOTAL LAB TESTS: \$ _____

GRAND TOTAL LABOR & LAB TESTS: \$ _____

FOLLOWING ITEMS WILL NOT BE USED TO DETERMINE AWARD:

A. Description	B. Unit of Measure	C. Estimated Annual Quantity	C. Cost Per Unit of Measure	D. Total
MISC. EQUIPMENT				
19. Infrared Camera	PER DAY	7	\$	\$
20. Rental Q Trak	PER DAY	3	\$	\$
Unspecified Services/Materials Items not specifically listed in the Bid Submittal Page will be negotiated on an individual basis. The contingency is a reserve set aside by the County and is not an entitlement of the Contractor.				\$15,000.00

NOTE: BIDS SHOULD 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 AS ATTACHMENT B.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

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)

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

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 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 ▶

Detach on the perforation

STATEMENT ON USE OF SOCIAL SECURITY NUMBERS

The Clerk of the Court collects social security numbers as required or permitted by law. We are committed to protecting sensitive information and will disclose social security numbers to independent parties only as legally required.

Purposes for which we collect social security numbers include:

- Compliance with record-keeping and tax reporting to federal, state and local agencies;
- Classification of accounts;
- Identification and verification;
- Billing and payments;
- Data collection;
- Reconciliation;
- Tracking; and

Applications for home solicitation permits, marriage licenses and passports as required by state or federal law.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM**Bid Title: Testing Services - Indoor Air Quality Testing - Countywide****Bid No: 089-0235-B (MW)**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW. PLEASE READ THE NOTE BELOW BEFORE SUBMITTING YOUR SEALED BID:

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. 089-0235-B (MW) for Indoor Air Quality Testing – Countywide.

- ☐ 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: _____

ATTACHMENT A

GUIDELINES FOR PAYMENT AND/OR REIMBURSEMENT OF TRAVEL EXPENSES FOR PINELLAS COUNTY OFFICERS AND EMPLOYEES

1. PURPOSE AND POLICY.

The purpose of these guidelines is to foster equity, uniformity and efficiency in the payment and/or reimbursement of authorized travel expenses for officers and employees within Pinellas County government. All authorized County travel shall be by the most economical means taking into account the employee's time involved, the purpose of the travel, and the distance involved. If a traveler utilizes his/her privately owned vehicle that results in more travel reimbursement in total than would have been the case had a commercial carrier been utilized, the reimbursement shall be limited to the total cost of the trip if a commercial carrier had been utilized.

In accordance with F.S. 112.061(3)(e) foreign travel shall be paid at the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

2. DEFINITIONS:

- a. *Approving Authority* - The agency head or designated representative who must authorize and approve travel in accordance with §112.061(3)(a), F.S., and these guidelines.
- b. *Classes of Travel* - The following classes of travel, as provided for in Florida Statutes §112.061, shall be applicable to County travel:
 - (1) *Class A Travel* - is continuous travel of 24 hours or more away from official headquarters.
 - (2) *Class B Travel* - is continuous travel of less than 24 hours which involves an overnight absence from official headquarters.
 - (3) *Class C Travel* - is travel for short or day trips where the traveler is not required to be away from his official headquarters overnight.
- c. *Conference* - Means the coming together of persons with a common interest or interests disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal groups for the purpose of deliberation, exchange of ideas/views, or for the removal of differences or meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.
- d. *Convention* - Means an assembly of a group of persons representing persons and groups, coming together for the accomplishment of a purpose of interest to a larger group or groups. A convention does not mean the coming together of agency or interagency personnel.
- e. *DOT Map Mileage* - mileage which is published annually by the Florida Department of Transportation (DOT) or available on the state website at www3.dot.state.fl.us/mileage.

- f. *Emergency Notice* – Means for purposes of §112.061(13), F.S., notification of less than twenty-four (24) hours prior to scheduled departure. Such notification may be oral or written.
- g. *Emergency Situation* - Circumstances in which there is an immediate danger or a threat of immediate danger to the public health, safety or welfare or of other substantial loss to the County requiring emergency action.
- h. *Individual with a Disability* - Means any person determined as having a disability, as defined at 25 CFR, §35.104(4), including but not limited to blindness, or the loss of one or more life functions leaving that person mobility-impaired (or sensory-impaired) requiring the use of trained animal companions or prosthetic equipment, including, but not limited to, crutches, walkers, canes or wheelchairs, and including temporary conditions requiring any of the above.
- i. *Meal and Incidental Expense Rate* – Means the Federal Meal and Incidental Expense Rate (M & IE) authorized under the Federal Travel Regulation in Appendix A, 41 CFR, Chapter 301, for travel within the Continental United States ("CONUS"). This should cover meals and out of pocket expenses such as tips for mandatory valet parking, hotel staff, etc.
- j. *Most Economical Class of Transportation* - Means the class having the lowest fare which is available.
- k. *Most Economical Method of Travel* - Means the mode of transportation (County-owned vehicle, privately owned vehicle, common carrier, etc.) designated by an agency head in accordance with the criteria prescribed by §112.061, F.S., and these guidelines.
- l. *Non-business Day* - for a public officer or employee, a weekend or other "off" day, or an authorized County holiday; for an authorized person other than an officer or employee, i.e. contracted worker, means a day on which such person was not scheduled to be performing service or contributing time to an agency.
- m. *Official Headquarters* - means the geographic location specified by §112.061(4), F.S.
- n. *Per Diem Rate* - means the amount authorized by §112.061(6)(a), F.S.
- o. *Personal Time* - means the time outside the regular working hours of a business day, a non-business day, or a day for which the officer or employee had prior approval for a leave of absence.
- p. *Point of Origin* - Means the geographic location of the traveler's official headquarters or the geographic location where travel begins, whichever is the lesser distance from the destination.
- q. *Post of Duty* - The traveler's usually assigned work location.
- r. *Travel Day* - A period of 24 hours consisting of four quarters of six hours each.

- s. *Traveler* - A public officer, employee, or authorized person, when performing authorized travel.
- t. *Travel Period* - A period of time between time of departure and time of return.
- u. *Vicinity Mileage* - Mileage incurred while on official County business which is not published in the official DOT road map mileage table.

3. APPROVAL FOR TRAVEL.

- a. All the appointed officials and employees must have both prior approval for travel and approval by supervisors for actual travel expenses incurred. Appointed officials serving Boards should obtain approval of travel reimbursement vouchers from the Chairman of their governing Board, unless otherwise provided by these guidelines. All other County employees should obtain approval from their department head and their Appointing Authority or his/her designee.

- b. The County Administrator or his/her designee must approve all travel as the Approving Authority except for the following officials, agencies or departments:

<u>Officials/Agencies/Departments</u>	<u>Approval Authority for Department or Agency Head</u>
(1) Office of Human Rights (Director only)	Chairman of Affirmative Action Committee
(2) Information Technology (Director only)	Chairman of IT Board
(3) Judges	Chief Judge
(4) County Commissioners	Self
(5) County Attorney (Agency Head only)	Chairman of Board of County Commissioners
(6) Personnel (Director only)	Chairman of Personnel Board
(7) CVB	Asst. County Administrator
(8) Legislative Delegation	Chairman of Legislative Delegation
(9) Constitutional Officers (Judges excluded)	Self
(10) Construction Licensing Board (Director only)	Chairman of Licensing Board
(11) Law Library	Court Administrator

- | | |
|---|--|
| (12) Court Agencies | Court Administrator or Chief
Judge |
| (13) County Administrator
(Agency Head only) | Chairman of Board of County
Commissioners |

For the purposes of these guidelines and travel authorization approval, the heads of the above-listed agencies or departments are the Approving Authorities who are hereby designated as the representatives who are authorized to approve travel for their respective employees pursuant to §112.061(3)(a).

- c. Clerk's employees' travel must be approved by the department head and the Clerk.
- d. All Judges' travel should be approved by the Chief Judge.
- e. Except for reimbursement for mileage or tolls up to \$50.00 once per month, per employee, petty cash will not be used to reimburse travel expenses under these guidelines. In the event such petty cash reimbursement is made, appropriate documentation shall be attached to the petty cash reimbursement voucher.

4. REIMBURSABLE EXPENSES.

- a. All travelers shall be allowed subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide County business, when the convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business. The following shall be paid for each day of such travel, depending upon its application, at the option of the traveler:
 - (1) Sixty dollars per diem (Class A or B travel only); paid receipts not required, maximum of \$60.00 per 24-hour period. For day of departure and return, if less than 24 hours, \$45.00 per day, receipts not required, shall be allowed, or
 - (2) If actual expenses exceed \$60.00, the amounts permitted below for meals, plus actual expenses for lodging at a single occupancy rate, which rates shall be substantiated by paid bills therefor.
 - (3) Travelers on Class A travel, including witnesses who have been subpoenaed for testimony by the Public Defender or State Attorney, may switch back and forth between the above options, provided they do not receive overlapping payment during any 24-hour, midnight to midnight period. For example, if a traveler flies to Washington and arrives at 7:00 P.M. and stays at a hotel, he/she may opt to have hotel and meal expenses reimbursed and at midnight switch to per diem and not have the next day's lodging/meals reimbursed.

- b. All travelers (Class A and B travel) shall be allowed the Federal M & IE Rates listed on the Federal M & IE Rate Table (Appendix A – current version) for various locations in the Continental United States (CONUS). For the localities not listed, the rate shall be the standard CONUS rate for meals and incidentals. For locations not listed as destinations, county and/or other defined locations per the Federal M & IE Rate Table, the standard CONUS rate will be applied. The rates shall change in accordance with the changes in the CONUS rates. Changes will be effective October 1 of each year, or if not available as of that date, as soon as available thereafter. The Federal M & IE rates for CONUS localities may be viewed on the Pinellas County intranet. The traveler is allowed 75% of the M & IE rate on the day of departure and the day of return, and 100% of the M & IE rate for all full days of travel. If travel is for more than 12 hours, but less than 24 hours and includes an overnight stay, the traveler is allowed 75% of the M & IE rate as show in the following table.

TABLE A

When travel is:		Your allowance is :
Class A		
24 hours or more	The day of departure	75% of the applicable M&IE rate
	Full days of travel	100% of the applicable M&IE rate
	The last day of travel	75% of the applicable M&IE rate
Class B		
Continuous travel less than 24 hours involving an overnight stay		75% of the applicable M&IE rate.

(NOTE: These figures are established in accordance with §112.061, F.S., and are subject to change by amendment of this policy. The time travel begins shall be the actual time the employees leave their address to start their travel unless they are required to begin travel from another designated location.)

- c. There will be no reimbursement for meals and/or lodging which has been included in a convention or conference registration fee or airline ticket. This includes "continental breakfasts." Deductions shall be made in accordance with Table C. However, reimbursement may be permitted if the traveler is unable to consume the meal included in the registration or airline ticket due to medical reasons or religious reasons. The traveler should attach and sign a certification stating "The food could not be consumed for religious or medical reasons."

- d. There will be no reimbursement of lodging within a 50-mile radius of the traveler's official headquarters unless the Approving Authority provides a written justification of extenuating circumstances requiring such lodging. Examples of extenuating circumstances would be an "around the clock" requirement to be available to assist in conduct of the seminar/convention; special duties requiring attendance at evening meetings; savings to the County from overtime not incurred; etc.
- e. No subsistence for meals shall be provided for Class C travel within a 50-mile radius of the traveler's official headquarters, unless travel has been approved to attend a conference or convention. Otherwise, Class C travelers shall be allowed reimbursement for meals, according to the following table:

TABLE B

Meal	Rate	Travel begins before:	And extends beyond:
Breakfast	See M & IE Rates	6:00 A.M.	8:00 A.M.
Lunch	On Table C	Noon	2:00 P.M.
Dinner		6:00 P.M.	8:00 P.M.

TABLE C

M & IE	\$31	\$35	\$39	\$43	\$47	\$51
Breakfast	6	7	8	9	9	10
Lunch	6	7	8	9	11	12
Dinner	16	18	20	22	24	26
Incidentals	3	3	3	3	3	3

Miscellaneous incidental expense is not allowable for Class C travel. Other incidental expenses, outlined in section 4(o) of this policy may be allowed. All Class C meal reimbursement shall be taxable to the traveler. No advances will be provided to employees for subsistence (meals) for Class C travel.

- f. Airline fare shall be scheduled through the contracted travel agency and reimbursed by the respective Approving Authority on the basis of the lowest fare available, unless the Approving Authority determines that utilizing the lowest fare would seriously hinder the purpose of the trip or a different fare is required due to other public duties which the traveler must perform. Airline ticket stubs and air itineraries are to be attached to reimbursement requests.
- g. Cancellation of non-refundable airline tickets. Cancellation of non-refundable airline tickets shall only be authorized where the Approving Authority determines that such cancellation is in the best interest of the County. Such cancellations should be immediately noticed to the Finance Division with a written explanation detailing the circumstances requiring cancellation. If a cancellation is made without such justification, the cancellation penalty shall not be paid or reimbursed by the County.

- h. Additional costs Incurred by travelers. Where additional costs are incurred by travelers due to airline overbooking, and the traveler wishes to have such costs paid directly or indirectly by the County, then any compensation, in whatever form, received by the traveler from the airline for such inconvenience shall be turned over to the County. If the traveler is allowed to elect the form of compensation from the airline, his/her decision shall be based upon the best interests of the County. If additional costs are borne by the traveler, then such compensation from the airline shall accrue to the traveler.
- i. Attendance at conferences and conventions. Approving Authorities may authorize the expenditure of public funds for attendance at conferences and/or conventions where:
- (1) The main purpose for the conference or convention relates to the performance of statutory duties and responsibilities of the Approving Authority's department or agency; and
 - (2) Attending the conference or convention will benefit the individual attending in the performance of his/her public duties.
 - (3) Fees for attending events such as a banquet or other function where the employee is receiving an award on behalf of Pinellas County or serving in an administrative capacity on behalf of Pinellas County, may be reimbursed upon the adoption of a resolution by the Board in advance with a finding the event serves a public purpose under ordinance No. 00-16.
 - (4) Travel, including overnight lodging, prior to each day of attendance at an authorized conference or convention shall only be reimbursed if the traveler would have to depart his home or post of duty prior to 6:00 A.M. on the scheduled date of the conference or convention in order to attend on time. Exceptions to this rule may be permitted only if the traveler must perform duties and/or preparation at the conference or convention site prior to the scheduled beginning date, or the approving authority determines such travel is necessary to further the public purpose in the attendance by the employee at the conference or convention. The Approving Authority shall submit an explanatory memorandum in such cases with the reimbursement request. This rule shall not apply to instances where, due to an employee's or officer's duties, it is regularly required that they travel on evenings prior to performance of scheduled work the following day.
 - (5) A traveler may, at the discretion of the Appointing Authority, be asked to leave a day early or stay a day later, with per diem or actual expenses paid by the County, in order to take advantage of a cheaper air fare, provided the savings there from will more than cover additional expenses incurred.
- j. Registration Fees. Registration Fees are reimbursable, provided the conference/convention requirements of these guidelines are met. However, no reimbursement shall be made for meals included in such registration fees. If available, an agency or program schedule along with a receipt must be attached when requesting

reimbursement. If not available, a statement explaining that a schedule was not provided is required.

- k. Mileage for use of Privately owned vehicles. Where travelers are authorized to use their privately owned vehicles for any category of travel on official County business, they shall receive reimbursement at the rates announced by the IRS as the standard mileage rates for computing the deductible costs of operating an automobile for business purposes. The rate shall change with IRS announced changes. Changes will be made effective January 1 following a change announced by the IRS. The mileage between the point of origin and the point of destination will be based upon the current Department of Transportation mileage chart when possible, otherwise the traveler's actual odometer mileage may be used. If travelers incur actual authorized mileage in excess of the DOT mileage, (up to a limit of ten (10) miles) they shall reflect such mileage as "vicinity mileage" on the appropriate travel form and they will be reimbursed for such mileage, provided it is approved by the Approving Authority. Vicinity mileage in excess of ten (10) miles may be approved if accompanied by information which details the locations visited, the public business performed and the actual mileage incurred. Mileage will be computed from the official headquarters or the traveler's home to the point of destination, whichever is shorter.

The Finance Division may establish distances between various posts of duty within the County and frequently traveled to locations within the immediate vicinity of the County. Once established, travelers shall be limited to mileage reimbursement based upon those established mileages. If there is no established distance, the traveler's actual mileage will be reimbursed for travel within the County.

Requests for reimbursement submitted by travelers for Class C travel may be submitted monthly, but, in any event, not later than quarterly. Requests for travel reimbursement must be received not later than sixty (60) days following the end of the fiscal year within which the travel occurred.

Approving Authorities, in lieu of reimbursing mileage under the above procedures, may grant monthly allowances in fixed amounts for the use of privately owned vehicles as provided for in F.S. §112.061(7)(f).

l. Rental Cars.

- (1) Rental cars may be utilized when County-owned vehicles are not available for the required use or when use of a County-owned vehicle is impractical, and the anticipated cost of using a commercial carrier will exceed the cost of the rental car.
- (2) Rental cars should be handled in advance of the trip and always through a contracted travel agency contracted with by the county. Documentation shall be provided by the Appointing Authority when reimbursement is sought justifying the use of a rental vehicle. The state contract for rental cars should be used whenever possible where the daily cost includes third party liability coverage. When rental cars are not available through the state contract, employees are encouraged to purchase \$100,000/\$300,000 bodily injury

coverage per occurrence and \$50,000 property damage per occurrence to reduce exposure to the Risk Management Fund.

- m. Private Aircraft for Business Travel. No private aircraft of any kind owned by an individual, County employee or business other than the County will be piloted by a County employee, while on County business unless:
- (1) Approval is received from the department director, constitutional official, the office of the County Administrator (as may be applicable), and the director of Risk Management.
 - (2) The County employee who may be the pilot of said aircraft must be approved and named as the qualified licensed pilot on the County's aircraft liability policy, whether the aircraft be owned or not owned by the County and being operated during the course of County business.
 - (3) Employees will be reimbursed for reasonable costs when it is proven to be cost effective and clearly demonstrated to be cost effective. A comparison based on the County's travel agency quote must be provided.
- n. Different Travel for Convenience. In the event that a traveler, for his/her own convenience, either departs from or returns to his/her post of duty at a time or by a different route than he/she normally would, had he/she departed immediately prior to or immediately after a meeting or conference, all per diem, mileage and airfare reimbursement shall be calculated as though the traveler departed immediately prior to or after the event using the first available transportation.
- o. Other Expenses. The following expenses shall be refunded, provided the cited documentation is attached:
- (1) Taxi and bus fares. Receipts for fares in excess of \$15.00 shall be required, other fares of lesser amounts shall be accounted for by appropriate memoranda from the traveler if receipts are not obtained.
 - (2) Parking or storage fees and tolls. Parking or storage fees and tolls shall be reimbursed and, if the amount is in excess of \$10.00, receipts must be provided or, if no receipts were provided, traveler shall submit an explanatory memorandum.
 - (3) Telephone calls. Telephone calls shall be reimbursed if made for official County business. Appropriate receipts should be provided, such as lodging receipts reflecting the calls. Business calls should be detailed with the person called and the nature of the business.
 - (4) Actual laundry and pressing expenses. The costs of actual laundry and pressing expenses may be reimbursed if the traveler's stay exceeds seven (7) days and such expenses are necessary to complete the assigned travel. Receipts shall be required if laundromats are utilized, travelers shall submit documentation reflecting their actual expenses incurred.

- (5) Actual and necessary fees charged to purchase traveler's checks. The costs of purchasing traveler's checks for official travel expenses shall be reimbursed. Receipts shall be required.
- (6) Actual fees charged to exchange currency. The actual and necessary costs of fees to exchange currencies incurred during official travel shall be reimbursed. Receipts shall be required.
- (7) Reasonable tips and gratuities may be reimbursed to the traveler for actual tips paid to taxi drivers which shall not exceed 15% of the fare.
- (8) Actual portage charges paid which shall not exceed \$1 per bag, not to exceed total of \$5.00

5. METHOD OF PAYMENT FOR TRAVEL EXPENSES.

- a. Travel expenses may be paid by advance, direct paid to the vendor by County purchasing card or by reimbursement.
- b. Travel Advances.
 - (1) Travelers shall not have travel advances outstanding for more than one trip at any time without written justification of the circumstances necessitating such travel advances.
 - (2) Travel advances will not be provided to requesting travelers until the check date immediately prior to the scheduled travel.
 - (3) If travelers spend less than estimated advanced funds, the Approving Authority shall make such a determination and obtain a refund from the traveler and provide same to the Finance Department within five working days of the traveler's return to his/her post of duty, unless circumstances beyond the traveler's control, prevent it. Failure to comply with this time requirement may result in a forfeiture by the affected travelers of the right to receive travel advances for a period of six months from the date of such travel.

6. TRAVEL REIMBURSEMENT VOUCHER FORMS.

- a. The Board utilizes three voucher reimbursement forms. These forms are:
 - (1) *Form A-1 – Travel Request* – this form is used to:
 - (a) obtain advance approval for travel where airfare, hotel or registration is prepaid by check or the County P-Card; if no advance is requested form is not required to be submitted to Finance.

- (b) request payment for registrations for meetings; conventions; and hotel costs, in advance of the actual event;
 - (c) request in advance for travel which is authorized by §112.061(12) and these guidelines. This section authorizes advancement of County funds to cover anticipated costs of travel. Travel advances are not disbursed to the employee until the check date immediately prior to the traveler's departure date.
- b. *Form A-2 - Estimate of Travel Costs* – this form is used to:
 - (a) *provide management with anticipated costs of travel which may include airfare, hotel, registration, mileage and meals etc.*
 - (b) *provide any additional explanations for unusual planned expenses.*
- c. *Form B – Not in Use.*
- d. *Form C - Local Travel Expenses* - this form is used to obtain reimbursement for Class C travel and includes only mileage, local parking and tolls. This form should be self-explanatory.
- e. *Form D - Travel Reimbursement Voucher* - this form is used to account for travel advances and obtain reimbursement for all but Class C travel expenses, which are reimbursed on Form C. Instructions for the form preparation are printed on a separate sheet which is distributed with Form D.

7. TRAVEL EXPENSES BY OFFICERS/EMPLOYEES WITH DISABILITIES.

When travelers having disabilities incur expenses in excess of those ordinarily authorized pursuant to travel law and these guidelines, and such excess travel expenses were incurred to permit the safe travel of such traveler, the excess expenses shall be reimbursed to the extent that the expenses are reasonable and necessary for the safe travel of the individual. All such claims for reimbursement shall require a written memorandum from the Approving Authority detailing the excess travel expenses and the reasons therefor.

8. TRAVEL ARRANGEMENTS.

All departments and agencies shall utilize the travel agency designated by the County for arranging County travel, whenever possible unless prevented by an emergency or unusual circumstances which are documented by the Approving Authority. These services shall include airline tickets, lodging and rental cars, however, lodging or airfare may be arranged directly by an Appointing Authority utilizing the County's purchasing card when doing so is determined to be more economical and expeditious. The travel agency should be given an opportunity to meet the best price available. Any questions or disagreements regarding fares should be handled directly by the department with the travel agency.

9. JUDGES' TRAVEL.

As State employees, most judicial travel should be reimbursed by the State; however, Board funds may be used for Judges and related court personnel travel, dues and subscriptions when not paid by the State. The Chief Judge will insure that funding for judicial travel is not available from the State before billing the County. When this is the case, travel expenditures will be paid in accordance with §112.061 as authorized by the Chief Circuit Judge, including, but not limited to, the following:

- a. Membership Dues for the Judges to the Conference of County Court Judges or the Conference of Circuit Court Judges.
- b. Travel to Summer Business Meeting of the Conference of County Court Judges usually held in June.
- c. Visits to other court systems to review procedures for improvements to the court system.
- d. Educational meetings or seminars being attended that are on the list approved for funding by the Florida Court Education Council, but for which State funds are not available.

10. EFFECTIVE DATE.

These guidelines shall become effective November 1, 2003.

10/7/03

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ATTACHMENT B – PURCHASE ORDER TERMS AND CONDITIONS

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 or 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.