

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. _____

Contract
 Re-Bid Other LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: 101-0146-M(RM) TERM OF CONTRACT: 1 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Maintenance and Repair,Pipeline (poly Pig Cleaning)

Description: This contract will be used by Miami-Dade Water and Sewer Department (WASD) to safely and effectively clean and restore to maximum flow capacity the piping system.

Issuing Department: WASD Contact Person: Susan Pascual Phone: 786 552-8254

Estimate Cost: \$150,000.00 Funding Source: GENERAL FEDERAL OTHER Proprietary F

ANALYSIS

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|----------------------------|--|
| Commodity Codes: | 913-78 | | | |
| Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history. | | | | |
| | EXISTING | 2ND YEAR | 3RD YEAR | |
| Contractor: | | | | |
| Small Business Enterprise: | | | | |
| Contract Value: | \$ | \$ | \$ | |
| Comments: | | | | |

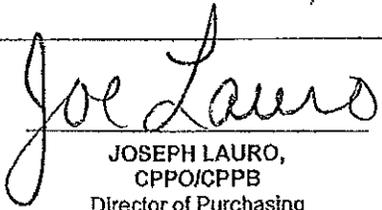
Continued on another page (s): YES NO

RECOMMENDATIONS

| | | | | |
|------------|-----------|---------------------|----------------|------------------|
| | Set-aside | Sub-contractor goal | Bid preference | Selection factor |
| SBE | | | | |

Basis of recommendation:

Signed: Esmeralda Cardenas Date sent to SBD: 5/26/2015
 Date returned to DPM: _____

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--|
| SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756 | |  | | <h1>INVITATION TO BID</h1> | |
| ISSUE DATE: April 6, 2011 | | BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED | | | |
| TITLE: Maintenance & Repair , Pipeline (Poly Pig Cleaning) | | | BID NUMBER: 101-0146-M (RM) | | |
| SUBMITTAL DUE: April 26, 2011 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE. | | | PRE-BID DATE & LOCATION N/A | | |
| DEADLINE FOR WRITTEN QUESTIONS: April 15, 2011 BY 3:00 P.M. SUBMIT QUESTIONS TO: RUBY McKENZIE AT rmmckenz@pinellascounty.org Phone; 727 464-3795 Fax: 727 464-3925 | | | | | |
| <p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> 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. 218.73)

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

BIDDER (COMPANY NAME): _____

D/B/A _____

MAILING ADDRESS: _____

CITY / STATE / ZIP _____

COMPANY EMAIL ADDRESS: _____

PHN: () _____ FAX: () _____

*REMIT TO NAME: _____

CONTACT NAME: _____

(As Shown On Company Invoice)

FEIN# _____

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

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.

| FORMS CHECKLIST | |
|-------------------------|--------------------------|
| COPY OF COMPANY INVOICE | <input type="checkbox"/> |
| W-9 (TAXPAYER ID) | <input type="checkbox"/> |

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

SEE PAGE 26 SECTION F FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

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

2. DESCRIPTION OF SUPPLIES:

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

3. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

4. 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

5. 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 informalties or irregularities in any bid.

SECTION A - GENERAL CONDITIONS

6. **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.
7. **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.
8. **PUBLIC REVIEW AT BID OPENING:**
 Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records after 10 days from opening, or earlier if an intended decision is reached before the ten day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.
9. **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.
10. **AWARD OF CONTRACT:**
 (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
 (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
 (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
 (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.
11. **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.

SECTION A - GENERAL CONDITIONS

12. **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.
13. **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.
14. **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".
15. **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.
16. **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.
17. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for three (3) years from the date of final payment.
18. **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.
19. **MULTIPLE COPIES:**
Unless otherwise specified, responses to an Invitation to Bid (ITB) or Request for Proposal (RFP) should be submitted in duplicate.
20. **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.

SECTION A - GENERAL CONDITIONS

- c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

21. **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.

22. **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.

23. **"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.

24. **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.

25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

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

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

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

DEFINITIONS:

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

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

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

SECTION A - GENERAL CONDITIONS

26. 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.

27. PAYMENT/INVOICES:

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

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

28. TAXES:

Payments to Pinellas County are subject to applicable Florida taxes.

29. TERMINATION:

- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

30. 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)

31. 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.

32. 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.

SECTION A - GENERAL CONDITIONS

33. **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.
34. **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.
35. **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.
36. **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.
37. **LOBBYING:**
 Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process or protest.
- Lobbying of evaluation committee members, county government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the bidder/proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor as provided in Pinellas County Code, Section 2-161b.
- For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.
- Any evaluation committee member, county government employee or elected official who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

SECTION A - GENERAL CONDITIONS

38. 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.

39. 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.

40. 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.

41. 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.

42. JOINT VENTURES:

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

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

43. CONFLICT OF INTEREST:

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

SECTION A - GENERAL CONDITIONS

44. PROTEST PROCEDURE:

As per Section 2-162 of County Code

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract, may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole Remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of purchasing director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(h) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS

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

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

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

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

SECTION B - SPECIAL CONDITIONS

Bid Title: Maintenance & Repair, Pipeline (Poly Pig Cleaning)
Bid Number: 101-0146-M (RM)

1. **INTENT:** In accordance with attached specifications, it is the Intent of Pinellas County to establish a contract for the **Maintenance & Repair for Pipeline (Poly Pig Cleaning)** for water, sewer and reclaimed water piping systems located within the Pinellas County Utilities (PCU) service areas, when and as needed.
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 and Labor rates shall be held firm for the duration of the contract. Duration of the contract shall be for a period of Thirty Six (36) months from the date of contract award and any extension thereof.
4. **TERM EXTENSION(S) OF CONTRACT**
 The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional (2) twelve (12) month period beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

 It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.
5. **PRE-BID CONFERENCE:** N/A
6. **BID GUARANTEE AND/OR PERFORMANCE SECURITY** N/A
7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

SECTION B SPECIAL CONDITIONS

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

10. **SUBMISSION OF BIDS:**

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

Instructions for Providing Files In PDF Format to Pinellas County Government

- A. **Why does Pinellas County Government want all the documents as PDF files?**
Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.
- B. **How do I convert my files to PDF format?**
Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
- C. **Should I scan everything and save as PDF?**
Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)
- D. **My document is a compilation of multiple sources. Should I send multiple PDF files?**
Answer- You may, however merging pages/files is a very simple process within PDF.
- E. **How do I get my PDF files to Pinellas County Government?**
Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the project you are working on. For PDF technical support, contact webadmin@pinellascounty.org.

Tips & Best-Practice Recommendations

File names should clearly identify the file. Avoid cryptic or extremely long file names.
 File names should not include spaces or special characters (stick to letters, numbers and dashes).
 For example **MyCompany-bid-3000-oct-2010.pdf**

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

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

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

SECTION 6 - INSURANCE REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

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

SECTION C - INSURANCE REQUIREMENTS

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

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

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

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

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

SECTION D - VENDOR REFERENCES

Bid Title: Maintenance & Repair, Pipeline (Poly Pig Cleaning)
Bid Number: 101-0146-M (RM)

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

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

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

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

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

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS

Bid Title: Maintenance & Repair, Pipeline (Poly Pig Cleaning)
Bid Number: 101-0146-M (RM)

GENERAL

1. SCOPE OF WORK

The successful Contractor shall provide poly pig pipe cleaning services for piping systems located within the Pinellas County Utilities (PCU) water, sewer and reclaimed water service areas to safely and effectively clean and restore to maximum flow capacity, piping systems whose contents or inline operating conditions impair functioning by reducing their volume capacity, laminar flow characteristics or negatively impact the quality or quantity of the flows transported through them. The bidder shall include a poly pig pipe cleaning procedure with their bid submittal.

Systems that may require cleaning are:

- a) Potable water
- b) Raw water
- c) Wastewater
- d) De-watered grease
- e) Leachate water
- f) Sludge systems

The materials to be removed from the systems are known to be, but are not limited to:

- a) "Foreign" materials including solids and construction debris
- b) Scale, chemical and carbon deposits
- c) Iron tuberculation and calcium deposits in many forms and degrees of attachment and hardness
- d) Sand, sludge, silt, slime and bentonite, shell

The types of piping in service in Pinellas County include cast iron, ductile iron, carbon steel, HDPE, asbestos cement and PVC.

2. LOCATIONS OF PROJECT

The Project is located in the water, sewer and reclaimed service areas of geographical Pinellas County, Florida, and is situated on County-owned property and in streets or easements.

(PCU) will provide maps showing route of force main, location of closest water source, if any, retrieval point and any other required information about the force main. The maps or "drawings" that are provided to the Contractor when PCU needs a pipe pigged, will be issued on an "as needed" basis. PCU will insure that the entry point has fittings required for proper access to the line. Should no hydrant or other water source be available, PCU will provide tanker trucks. If required, PCU will supply tanker trucks to assure station wet wells do not create spill situations.

PCU personnel will assist to minimize flow and bypassing as required for each individual job.

3. PROJECT REQUIREMENTS

Provide all supervision, labor, tools, transportation, material and equipment necessary to clean the pressure pipeline or force main, using poly pigs via an approved poly pig procedure. Install all items required, including the poly pig launching and retrieval devices as required in this specification and the furnishing of poly pig swabs and poly pigs.

SECTION I - SPECIFICATIONS

PROJECT REQUIREMENTS – continued

It will be the Contractor's responsibility to install the equipment, disassemble the equipment and clean up and store materials at the direction of the Engineer. No excavations should be required for normal pigging operations. Should a failure occur on the subject line, which is not the fault of the Contractor, PCU will do the needed excavation, repairs and restoration. Should the Contractor cause said failure, due to negligence, etc., the Contractor will be responsible for excavation, repairs and restoration.

4. CONTRACT ASSIGNMENT

The successful Bidder will be required to perform the work as the prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of PCU. No assignment of the Contract will be allowed.

5. SAFETY CODE REQUIREMENTS

The Contractor shall at all times during pipe pigging operations conform to Occupational Safety and Health Administration (OSHA) and all other applicable safety codes or standards. No additional compensation will be allowed for OSHA or other safety code standards or requirements. The Contractor shall conform to traffic control requirements of the State of Florida Department of Transportation (F.D.O.T.) at all sites within roadway right of ways.

6. ORDER & TIME OF WORK

Pinellas County Utilities reserves the right to establish the specific order in which the work is to be completed. All cleaning and pigging shall be performed during daylight hours of 7:00 a.m. and 6:00 p.m., unless the Site Representative authorizes other hours.

7. REQUIREMENTS

- a) The materials and work specified herein shall be furnished and performed by firms who are fully experienced, reputable, and qualified in the manufacture, installation and use of the specified items. The materials specified shall be constructed and installed in accordance with the best practice and methods. All licenses and certifications must remain current and in force for the full term of the contract.
- b) Prior to award, the successful bidder shall provide the following documentation:
 1. Current license by the State of Florida as an Underground Utility Contractor.
 2. Certification that all Project personnel are in compliance with OSHA 29 CFR 19010.120, Safety Training
 3. Certification that all Project personnel are in compliance with Florida Law, Chapter 287.087 and the Florida Worker's Compensation Standard, Drug-Free Workplace Program.
 4. The resumes of all Project personnel detailing their work history, training, schooling and qualifications to properly and safely perform the work as required for this Project.
- c) The contractor's supervisory personnel shall have applicable experience in the cleaning and rehabilitation of water and wastewater force mains. Supervisory personnel should be able to conclusively demonstrate to the satisfaction of the County that they are thoroughly familiar and trained in the engineering, procedures, means and methods for the safe and responsible cleaning and restoration of maximum flow capacity of water, reclaimed and wastewater force mains. The contractor shall provide a list of projects, completed within the last five years, comparable in size and scope to the work herein proposed, that the supervisor has personally supervised. This list shall include the size and length of the force main or pipeline cleaned; the dates the work was performed; and the names/phone numbers/email addresses of the project engineer/supervisor that approved the project's work.
- d) The Contractor must provide documentation showing a plan on how he will respond to unforeseen or emergency situations to provide services under this contract. The plan must include a realistic response time, to be available, and on site, to prevent or improve conditions that threaten the critical operation of a system or plant, or to prevent health, safety or environmental concerns.

SECTION E - SPECIFICATIONS

8. CONTRACTOR RESPONSIBILITIES

- A. **Supervision** – There shall be on-site at all times during the work, one superintendent to survey, lay out and supervise the construction of the work under this Contract.
- B. **Proposed Method of Work** – The method of cleaning shall be by use of Knapp poly pigs or equal. The Contractor shall furnish polyurethane pipe cleaning pigs of the appropriate diameter and covering material for use in the pipe system to be cleaned.
- C. **Cleaning** – The cleaning shall restore the original flow characteristics of new pipe without over abrading or over cleaning the interior walls of the pipe.
- D. **Equipment** – The Contractor shall furnish pig-launching equipment, which will minimize the County's need to provide for additional valving, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system.

Launching and retrieval devices shall be fabricated, designed and manufactured according to American National Standards Institute (ANSI) standards and capable of withstanding working pressure of 150 P.S.I.G.

Launch and receiving tubes shall be fabricated of steel; pipe sized one diameter larger than the system to which it will be attached with a minimum length of 2.5 times the diameter. For poly pig launchers and receivers twelve-inch or smaller in size, steel wall thickness shall be a minimum of five-sixteenths inch. For poly pig launchers and receivers fourteen-inch or larger, wall thickness shall be a minimum of three eighths inch.

The Contractor shall maintain on site for the duration of the Project, and have available for immediate use, an electronic poly pig detector, with the appropriately sized cavity poly pig, for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage and to find "lost" valves and other disparities within the system.

The Contractor shall also have available auxiliary centrifugal pumps and high pressure (minimum 5,000 Per Square Inch (PSI) water jetting equipment. Documentation of this equipment will be required as part of the Contractor's Bid submittal.

- E. **Testing** – The Contractor shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types, densities and numbers of pigs and/or swabs to be used, to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation.
- Tests shall include in-line velocity and volume capacity calculations and any other tests as may be required to properly and safely perform the work under this Contract.
- F. **Communication** – The Contractor shall provide radio communication and job site transportation between launching and retrieval points.
- G. **Report upon Completion** – The Contractor shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning process about the system or to confirm existing information.
- H. **Disinfection/Chlorination** – The Contractor shall provide for systems where disinfection is mandated or required, a plan to provide these services in compliance with all applicable American Water Works Association (AWWA) standards.
- I. **Work Area** – The Contractor shall contain/direct the effluent flow from the affected system. This shall include use of hay bales or silt fences to prevent the dispersal of water and sediment from adjacent private property. The Contractor shall also implement and provide a County approved method of containing the solids/sediment generated from the pigging operation.
- J. **Setting Contractor Equipment** – The Contractor shall provide all equipment to hoist, move or set their equipment on site.

SECTION E SPECIFICATIONS

CONTRACTOR RESPONSIBILITIES -- continued

- K. Any reuse water flushed must be diverted to the nearest sewer collection system manhole unless other means of disposal onto high ground is provided. No reuse water is to be flushed in such a manner that it may flow into surface water or the Gulf of Mexico.
- L. All potable water flush will be de-chlorinated during flushing event.
- M. Contractor shall notify Pinellas County Utilities Operations Department when flushing into sewer collection system because of increased fluid demand on pump stations.

9. SUBMITTALS - POST AFTER AWARD

- A. In accordance with the General Conditions and as specified herein, submit to the Engineer for review, complete detailed information, including shop drawings as required, literature, and other pertinent information relating to the installation and operation of pressure pipeline cleaning devices and appurtenances.

1. SUBMITTALS AFTER AWARD

A. Schedule

1. At or before the Preconstruction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. At or before the Preconstruction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the Agreement period.
 2. For lump sum items within Section E, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Agreement Amount.
 3. The Construction Progress Schedule shall be updated monthly by the Contractor. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County's written approval. Contractor shall submit the updates to the Progress Schedule with its monthly applications for payment noted below. Contractor's submittal of these monthly updates and Design Professional/Engineer/Project Manager's written approval of same shall be a condition precedent to County's obligation to pay Contractor.
 4. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.
- B. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.

SECTION E - SPECIFICATIONS**SUBMITTALS AFTER AWARD (CONTINUED)**

- C. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager within thirty (30) calendar days after notice of award is received by Contractor.
- D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.
- E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.
- F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.
- G. Shop Plans/Working Plans
1. Seven (7) complete sets of detailed shop or working Plans shall be furnished by the prime Contractor to the Design Professional/Engineer/Project Manager for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for precasting or any other relevant information on details necessary for review.

SECTION E - SPECIFICATIONS

SUBMITTALS AFTER AWARD (CONTINUED)

2. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the Specification section or bid Item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

The Contractor shall indicate on the working, shop and erection Plans all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Design Professional/Engineer/Project Manager and will be distributed to the appropriate parties, as applicable. The Contractor shall identify each submittal by title on the form provided by the Design Professional/Engineer/Project Manager. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Design Professional/Engineer/Project Manager, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
4. Prior to receipt of the reviewed shop or working Plans from the County, Work done or materials ordered for items covered by the Plans shall be done at the Contractor's risk.
5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop Plans review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Design Professional/Engineer/Project Manager and shall be completed on the day the Design Professional/Engineer/Project Manager transmits reviewed Plans to the Contractor.
6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the Engineer and Consultant for routine Work. For more complex Work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the Work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:
 - a. Contractor submittals of alternative design features or modifications to the original design.
 - b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

H. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Design Professional/Engineer/Project Manager. The Contractor shall prepare the mix formula to be submitted to the Design Professional/Engineer/Project Manager.

SECTION E SPECIFICATIONS

SUBMITTALS AFTER AWARD (CONTINUED)

3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
 4. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.
 5. Concrete Box Culverts, Pipes, Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.
- I. The Contractor will provide 8" X 10" color photographs of the Project in its preconstruction condition and for unusual conditions during construction. The photographs will show all pertinent physical features within the construction limits before construction begins. The Contractor will furnish two copies of all pictures to the County. The Contractor shall provide a hard copy and a digital copy for submittal.

The Contractor will provide a preconstruction video of all physical features within the construction limits before construction begins. The Contractor will furnish two copies of the video in Digital Versatile/Video Disc (DVD) format

1. Contractor shall provide a detailed plan outlining the following:
 - a. The number, sizes and locations of the access ports required and the procedures necessary for their creation, i.e., excavations, shutdowns, fittings and valving required, temporary bypassing of flows entering the wet well, tapping sleeves and valves, traffic control and other site or system requirements that may apply.
 - b. The means and methods for controlling and disposing of the solids and fluids removed from the pipelines and force mains as a consequence of the cleaning and restoration to maximum flow capacity, including, notification to customers and wastewater treatment plants as to increase in turbulent flow and septic load.
 - c. Written contingency plans for dealing with in line problems, i.e., blockages, "lost" pigs and system integrity problems, i.e., breaks, leaks, piping or fitting failures, are required to be submitted to, and approved by the Project Manager before initiating the work.
 - d. The contingency plan will include means and methods for identifying and measuring changes or improvements to the flow characteristics of the force mains during and upon completion of their cleaning and restoration to the maximum flow capacity.

10. PRODUCTS: POLY PIGS

- A. Poly pigs shall be constructed of blown elastomeric polyurethane with an open cell construction and a density equal to or suitable for use in the piping system being cleaned. Poly pig configuration shall consist of a parabolic nose and a concave base, and it shall be coated with resilient surface material that will maintain a peripheral seal and will effectively clean the piping system without over abrading the interior pipe wall or approved equal. Poly pig characteristics when in use shall include the ability to navigate through ninety degree and one hundred and eighty degree turns, bi-directional fittings, full port valves and comparable in-line appurtenances, reduce its cross sectional area and restore itself to its original design configuration, be propelled by applications of hydraulic and pneumatic pressure while maintaining its primary function as an internal cleaning device of conduits. When effectively and properly applied the poly pig shall clean and restore piping systems of all sizes, types, uses, and lengths to their design or maximum flow capacity.

SECTION E - SPECIFICATIONS

Furnish poly pigs in sufficient numbers and sizes, of appropriate densities, coatings and configurations as manufactured by Knapp Polly Pigs of Houston, Texas or an approved equal.

Provide pig signal devices as required and shown on the drawings. These devices shall be those as manufactured by Maloney Pipeline Products, Houston, Texas or an approved equal.

11. EXECUTION

- A. Contractor will assist, in coordination with the Project Manager, in establishing the design of the cleaning procedure including the provision of:
 - 1) Selection of starting and ending points for the cleaning process. Retrieval of pigs will be the contractor's responsibility.
 - 2) Evaluation of total volume of fluids to be used and the disposal and the source(s) of these fluids.
 - 3) Mechanical or piping adaptation to the existing piping configuration.
 - 4) Coordination and scheduling of the cleaning process to include selection of the distances and sizes of the piping to be cleaned as one procedure.
 - 5) Immediately available alternative procedures to be applied if the cleaning of the system requires such remedial action.
- B. Equipment shall be installed in accordance with manufacturer's recommendations.
- C. Initial selection of the cleaning pigs shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system.

SECTION E - SPECIFICATIONS

12. TRAFFIC CONTROL & MAINTENANCE OF TRAFFIC

- A. As used herein, any reference to Pinellas County, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas or streets, or their departments, published regulations (i.e., Manual or Uniform Traffic Control Devices, M.U.T.C.D., F.D.O.T. Roadway and Bridge Standard Index Drawing Book), permits or data. The Contractor shall apply for the Maintenance of Traffic (M.O.T.) permit and abide by all applicable laws, regulations and codes thereof pertaining to M.O.T. on public streets, detour of traffic, traffic control and other provisions as may be required for this Project.
- B. The Contractor shall be fully responsible for the M.O.T. on public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the Pinellas County Department of Public Works, Traffic Engineering Division, Pinellas County Utilities or Florida Department of Transportation (F.D.O.T.) and the above noted standards. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the above noted standards. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval. Maintenance of traffic costs shall be included in the cost of Measuring for Piggings Pay Items.
- C. The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs to warn motorists of the work throughout the Project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic around the work.
- D. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during work.
- E. The Contractor shall be responsible for the provision, installation and maintenance of all M.O.T. and safety devices, in accordance with permit requirements and specifications outlined in the above noted standards. In addition, the Contractor shall be responsible for providing an individual, employed by the Contractor, and certified as "Work Zone Traffic Safety Supervisor" by the International Municipal Signal Association.
- F. The Contractor shall presume that a portion of the Work will be located in State road rights of way and his Bid price for traffic control shall include all additional costs (over and above normal traffic control measures) involved with complying with all F.D.O.T. requirements.
- G. In general, the Contractor will be allowed to work between the hours of 7:00 a.m. through 6:00 p.m., Monday through Saturday but excluding normal holidays. In residential areas, this work "window" may be restricted to 8:00 a.m. through 6:00 p.m. Work on Sundays and holidays will only be allowed when specifically approved in advance. The Contractor should anticipate, and include in his bid, the possibility of being directed to work night and/or weekend hours to accommodate work in areas of heavy traffic and high flows or surcharges, which cannot be reduced during normal hours. No additional payment will be made for requiring the Contractor to work these special shifts, in these cases. The Contractor shall provide the Site Representative with sufficient advance notice of this intention to work more than one shift or other than the normal 7:00 a.m. to 6:00 p.m. workday, so that the Site Representative may schedule suitable inspection.
- H. All work performed within the right-of-way of the Florida Department of Transportation (F.D.O.T.) shall comply with the requirements and conditions of the required F.D.O.T. permit. Work in the F.D.O.T. right-of-way shall only take place between the hours specified on the specific permit and may be restricted to night or weekend hours.
- I. The work shall be coordinated with the F.D.O.T., and the Site Representative, and the Contractor shall not begin work until he has received permission from them to do so.

13. SAFETY

The Contractor shall conduct his operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the Project.

SECTION E - SPECIFICATIONS**14. MEASUREMENT AND PAYMENT FOR PIGGING**

Payment will be made at the applicable unit price indicated in the Bid Form. Payment shall be full compensation for all materials, labor, and equipment required to mobilize to the site. The mobilization shall also include, but not be limited to, mobilization of equipment at the launching and retrieval sites, traffic control and by-pass piping/pumping.

The quantity for payment will be by pipe diameter of the pressure pipe acceptably cleaned, measured along the centerline of the pipeline. Pig launching shall include mobilization, demobilization and cleaning of any pipe length as listed by diameter.

15. MEASUREMENT AND PAYMENT FOR UNIFORMED OFF DUTY POLICE

The work covered by this item consists of the actual man-hours required and authorized for employment of uniformed off-duty policemen to maintain and regulate traffic through the work area.

16. MEASUREMENT AND PAYMENT FOR UNSPECIFIED WORK

The work covered by this item consists of unforeseen items of work not included in other Bid Items, but necessary for accomplishing the work, and shall apply only to extra work or additional items over and above those specified or shown on the plans.

The cost of this additional work shall be agreed upon in writing and approved by the Director of Utilities Engineering or his authorized representative prior to starting this additional work. The value of the work shall be based on unit prices of similar Bid Items called for in the Proposal.

Measurement: The quantities unspecified work to be paid under this item shall be measured in units of pay for work in place, completed and accepted. The value of a unit shall be One and 00/100 Dollars (\$1.00). Contractor shall supply a written/electronic report of the before/after results of the pigging, i.e., pipe size, velocity and Gallons per Minute (GPM).

SECTION E - BID SUMMARY

Bid Title: Maintenance & Repair, Pipeline (Poly Pig Cleaning)
 Bid Number: 101-0146-M (RM)

Pig Launching/ Retrieval Including Maintenance of Traffic, inclusive of all costs listed in the specifications.

| Item # | Pipe Descriptions | UOM | 500 LF or less | 2,500 LF or less | 5,000 LF or less | 10,000 LF or less | 20,000 LF or less | 20,001 LF or more | Average Price |
|----------------------|-----------------------|------|----------------|------------------|------------------|-------------------|-------------------|-------------------|---------------|
| 1 | 1 1/2" or 2" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 2 | 3" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 3 | 4" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 4 | 6" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 5 | 8" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 | 10" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 7 | 12" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 8 | 18" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 9 | 20" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 10 | 24" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 11 | 30" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 12 | 36" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 13 | 48" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 14 | 60" diameter | each | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Average | | | | | | | | | \$ |

The contract will be awarded to the lowest responsive and responsible Total Average Price bid.
 To calculate Average Price - Add unit price of LF columns of each pipe size and divide the total by 6.
 Total Average - Add Average Price of each size Rows 1 through 14.

Example

| A | 1 1/2" or 2" diameter | each | \$ | 1.00 | \$ | 2.00 | \$ | 3.00 | \$ | 4.00 | \$ | 5.00 | \$ | 6.00 | \$ | 3.50 |
|---|-----------------------|------|----|------|----|------|----|------|----|------|----|------|----|------|----|------|
| | | | | | | | | | | | | | | | | |

Contingency - this amount will not be used to determine award, nor is it a guarantee. The contingency is an allowance for unspecified materials and/or services that may or may not be used during the term of the contract or any term extensions. The contractor should not depend on this allowance.

\$100,000.00

SECTION 1 BID SUMMARY continued

Bid Title: Maintenance & Repair, Pipeline (Poly Pig Cleaning)
Bid Number: 101-0146-M (RM)

The labor rate for laborers used for poly-pig cleaning will not be used to determine award but bidder must provide the hourly rate with his bid.

LABOR RATE FOR LABORERS USED FOR POLY PIG CLEANING

| | |
|----------------------------------------|----|
| Fixed Hourly labor rate for Supervisor | \$ |
| Fixed Hourly labor rate for Technician | \$ |

THE COUNTY WILL NOT SIGN AN AGREEMENT. UPON AWARD, THE TERMS AND CONDITIONS OF THE COUNTY'S SERVICE PURCHASE ORDER WILL APPLY. A COPY OF THE TERMS AND CONDITIONS OF THE SERVICE PURCHASE ORDER IS ATTACHED AT THE END OF THE BID DOCUMENT.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

SECTION P – BID SUMMARY (Continued)

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

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

Yes

No

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

Company Name

Signature

Printed Signature

Phone Number

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

OR

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

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

Privacy Act Notice:

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

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

SECTION H - STATEMENT OF NO BID

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

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

We, the undersigned have declined to submit a bid for No. **101-0146-M (RM) Maintenance & Repair, Pipeline (Poly Pig Pipe Cleaning)**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

PINELLAS COUNTY
TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

CANCELLATION – Pinellas County reserves the right to cancel this contract, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill/abide by any of the terms or conditions specified.

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

In addition to all other legal remedies available to the County, the County reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the quote, 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, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

AUTHORIZED SIGNATURE:

 DATE: _____

**SIGNED ACKNOWLEDGEMENT MUST BE RETURNED TO THE
 PURCHASING DEPARTMENT**

INSURANCE – The Contractor shall maintain insurance acceptable to the County in full force and effect throughout the term of this Purchase Order. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Invitation to Quote, evidencing such coverage prior to the commencement of any work under this contract.

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

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

COMPENSATION – County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the invitation to Quote. All payments shall be made in accordance with the Florida Prompt Payment Act, Florida Statutes § 218.70 et. seq.

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of the County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. seq., and regulations thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the County.

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

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

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

