

BOARD OF COUNTY COMMISSIONERS

DATE: November 19, 2013

AGENDA ITEM NO. 5b.

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature:

Subject:

Award of Bid – Services, Operations, Maintenance and Management of the Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Contract No. 123-0143-B(LN)

Department:

Department of Environment and Infrastructure /
Purchasing

Staff Member Responsible:

Robert Powell / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS AWARD THE BID FOR SERVICES, OPERATIONS, MAINTENANCE AND MANAGEMENT OF THE FAT, OIL, GREASE RECEIVING AND DEWATERING (FOG) FACILITY TO GREASE DEPOT, INCORPORATED, CLEARWATER, FLORIDA, ON THE BASIS OF BEING THE HIGHEST BID RECEIVED. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

This is a revenue generating contract that secures a contractor to operate, maintain and manage the FOG facility on behalf of the Department of Environment and Infrastructure, Water and Sewer Division. The contractor will accept trap grease from County permitted local and outside haulers at the FOG facility, and transport the processed product to the County's South Cross Bayou Water Reclamation Facility in a manner that is reliable, environmentally acceptable and economically viable for the County.

Services performed pursuant to this contract shall commence on January 1, 2014 and continue for a period of five (5) years. There is provision for three (3) additional five (5) year term extensions beyond the initial contract period at the same terms and conditions pending Administrator approval.

Fiscal Impact/Cost/Revenue Summary:

This contract provides a guaranteed monthly payment of \$18,855.22

PINELLAS COUNTY ANTICIPATED FIVE (5) YEAR REVENUE: \$1,131,313.20

Exhibits/Attachments Attached:

Contract Review
Agreement
Tabulation



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 41592

PROJECT: SERVICES, OPERATIONS, MAINTENANCE AND MANAGEMENT OF FAT, OIL, GREASE RECEIVING AND DEWATERING (FOG) FACILITY

BID NUMBER: 123-0143-B (LN)

REQ. NUMBER:

TYPE: ☐ Purchase Contract ☒ Other: **REVENUE** ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages:

PRODUCT ONLY ☐

This is an annual contract.

Estimated Revenue: UNKNOWN

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director				
2.	DEI - Division of Water and Sewer R. Powell, Director K. Becotte, Section Mgr. J. Dulaney, Mgr.	1/29/13 2/13/13 2/14/13		see attached	

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3-14-19	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	2/21/13	VEH	See ins Requirements p.15-16	<input checked="" type="checkbox"/> HIGH RISK <input type="checkbox"/> NOT HIGH RISK
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RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Lucy Nowacki, Procurement Analyst **at Extension 43766**
In order to meet the following schedule, please return your requirements to Purchasing by:

TENTATIVE DATES

Bid Mail Out:

Bid Opening:

Purchasing Director Approval:

Revised 10/2012

*I think attorney
for DEI should
review as well
for*

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of November, 2013, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Grease Depot, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for Services, Operations, Maintenance and Management of Fat, Oil, Grease, Receiving and Dewatering (FOG) Facility; and

WHEREAS, County, after soliciting competitive bids for such services pursuant to Pinellas County Invitation to Bid No. 123-0143-B(LN) (hereinafter Invitation to Bid), County has awarded this Agreement to Contractor; and

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

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

1. Services to be Performed. The Contractor hereby agrees to provide the County with Services, Operating, Maintenance and Management of Fat, Oil, Grease, Receiving and Dewatering (FOG) Facility, as requested and more specifically outlined in the Invitation to Bid, this Agreement and its Attachment A and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Term Extension. Services performed pursuant to this Agreement shall commence upon execution of this Agreement and issuance of permits and insurance, but no later than February 1, 2014, and continue for a period of sixty (60) months, unless canceled or terminated as provided herein. The Agreement may be extended subject to written notice of agreement from the County and successful bidder, for an additional three sixty (60) month(s) period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

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

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

5. Termination. County reserves the right to terminate this Agreement without cause by giving sixty (60) days prior notice to the contractor in writing of the intention to terminate.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for termination of the Agreement at the sole discretion of County. Prior to any termination for cause the County shall notify the Contractor of any breach and give the Contractor thirty (30) days to cure the breach.

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

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

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

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

8. Minimum Insurance Requirements. The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth by the County in the Invitation to Bid.

9. 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 by 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. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this Indemnification obligation.

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

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

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

13. Documents Comprising Contract. This Agreement for Services (including Exhibit A), as well as the following documents, which are incorporated herein by reference, comprise the complete agreement of the parties.

- a. Pinellas County's Invitation to Bid and all of its addenda; and
- b. Contractor's response to the Invitation to Bid.

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

IN WITNESS WHEREOF the parties herein have executed this Agreement for Services, Operations, Maintenance and Management of Fat, Oil, Grease, Receiving and Dewatering (FOG) Facility pursuant to Invitation to Bid 123-0143-BCLN as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

County Administrator

CONTRACTOR



President (Signature)

FRANK J DiBenedetto

President (Printed Name)

ATTEST:

By: _____
(Attesting Witness' name/title)

[Corporate Seal]

ATTEST:

By: 

(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney

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EXHIBIT A

1. Operation and Maintenance - General

Contractor agrees to operate and maintain the County's Fat, Oil and Grease Receiving (FOG) Facility in accordance with good and accepted engineering standards and practices and agrees to comply with all applicable laws, permits, standards and regulations as may be promulgated by the State of Florida, the U.S. Environmental Protection Agency or any other regulatory agency, municipality or county.

2. Utilities and Services -

The Contractor agrees to pay all utility charges including but not limited to power, water, sewer, reclaimed water, garbage collection and telephone. The Contractor shall also maintain a security/fire system with a testing and maintenance contract similar to existing arrangements. If necessary, the County (at no cost to the Contractor) will supply the infrastructure needed for a service connection to a municipal sewer line.

3. Chemicals -

Contractor is responsible for all process treatment chemicals including but not limited to polymer and caustic.

4. Equipment -

The following equipment is to be removed by the County:

- a. Steam Cleaner
- b. Tools.

The following capital equipment is to remain at the FOG Facility and be maintained by the Contractor to the end of its useful life.

- a. Transport Dumpsters
- b. Flow Meters
- c. Level Sensors
- d. Forklift.
- e. Polymer System.

Above equipment is to be identified in the maintenance plan for capital assets.

5. Communication -

The following equipment and systems shall remain and be supported by the Contractor:

- a. The HMI Computer
- b. Linko.

The existing operating system software shall be initially supplied by the County. The County shall provide a backup disk and ongoing support.

The PLC shall be initially supplied by County. The County is to provide a backup disk and ongoing support.

The Fiber Optic connection to the County system and the Network Computer are to remain only as required for Linko. The system will be configured as required for Linko access only.

6. Maintenance and Replacement of Capital Assets -

The Contractor will maintain all existing equipment as per the existing facility Operations and Maintenance Manual. A supplemental maintenance plan will be developed for assets not identified in the existing facility operations and maintenance plan. The Contractor shall provide to the County a proposed Capital improvement plan. The County shall review the plan. The County and Contractor shall negotiate in good faith a capital improvement funding plan which shall include appropriate funds from both County and Contractor. The plan shall take into consideration life of the capital asset, remaining length of the Agreement, and other pertinent factors. Ultimate ownership of Capital assets shall also be negotiated with consideration of the source of funding.

7. Capital Assets to be Identified in the Maintenance Plan -

At a minimum, the following capital assets are to be identified in the Maintenance plan or the existing facility Operations and Maintenance Manual:

- a. Building Structure (Life expectancy from March 2002 - 20 years)
- b. Oil/water, Separator (Life expectancy from March 2002 - 20 years)
- c. Storage Vessels (Life expectancy from March 2002 - 20 years)
- d. Odor Control Blower (Life expectancy from March 2002 - 20 years)
- e. Odor Control Media Field (Life expectancy from March 2002 - 20 years).

Contractor shall be responsible for all structural repair, replacement and renovation of the facility including but not limited to the above items. This obligation shall remain for the twenty (20) year life expectancy of the facility from March 2002. This obligation shall be reviewed at the first renewal period based upon the current state of the facility.

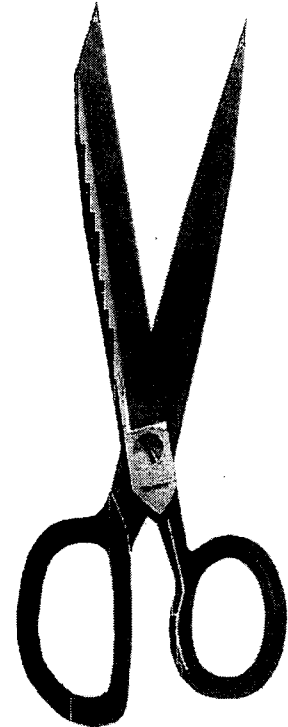
EXHIBIT B

**Invitation to Bid 123-0143-B(LN)
and
Contractors Response to Invitation to Bid**

H:\USERS\ATYKB10\WPDOCS\MORRISSEY\Agreements\FCS Inc Agreement 2013 EXHIBIT B.docx

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


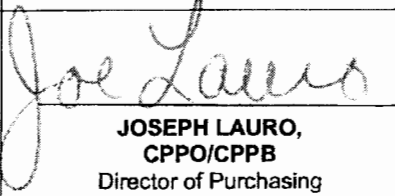
SEALED BID • DO NOT OPEN	
SEALED BID NO.: 123-0143-B(LN)	
BID TITLE: SERVICES, OPERATIONS, MAINTENANCE AND MANAGEMENT OF FAT, OIL, GREASE RECEIVING AND DEWATERING (FOG) FACILITY	
DUE DATE/TIME: APRIL 23, 2013 @ 3:00 P.M.	
SUBMITTED BY: _____ (Name of Company)	
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building – 6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

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

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

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="margin: 0;">INVITATION TO BID</h1>
ISSUE DATE: March 25, 2013	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: SERVICES, OPERATIONS, MAINTENANCE AND MANAGEMENT OF FAT, OIL, GREASE, RECEIVING AND DEWATERING (FOG) FACILITY	BID NUMBER: 123-0143-B(LN)
SUBMITTAL DUE: APRIL 23, 2013 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.	PRE-BID/SITE VISIT DATE & LOCATION: NON-MANDATORY
DEADLINE FOR WRITTEN QUESTIONS: April 15, 2013 BY 5:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727-464-3766 Fax: 727/464-3925	April 15, 2013 @ 8:30 A.M. Solid Waste Conference Room(126) 3095 114th Ave. N St. Petersburg, FL 33716
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <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.</p>	 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, INCLUDING ALL INSURANCE REQUIREMENTS.

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 TERMS AND CONDITIONS
OF THIS BID, INCLUDING ALL INSURANCE REQUIREMENTS &
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 20 SECTION F FOR BID PRICING SUMMARY
THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. **PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder 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) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (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, including insurance requirements.
 - 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 5(a) 3. The County may also waive any minor informalities 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 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty 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 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

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. See Rejection of Bids.
 - (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) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
- c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified

SECTION A - GENERAL CONDITIONS

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 person.

24. **INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

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:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

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 the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SECTION A - GENERAL CONDITIONS

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.
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.

SECTION A - GENERAL CONDITIONS

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.

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.

SECTION A - GENERAL CONDITIONS**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: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid Number: 123-0143-B (LN)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County Board of County Commissioners (County) to establish a revenue contract for the operation, maintenance and management of the County's Fat, Oil, Grease Receiving and Dewatering (FOG) Facility.
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. **REVENUE/PERIOD OF CONTRACT:** Prices shall be held firm for the duration of the contract. Duration of the contract shall be for a period of sixty (60) months from the date of contract award and any extension thereof. The County reserves the right to request an increase due to market conditions.
4. **TERM EXTENSION(S) OF CONTRACT:** The contract may be extended subject to written notice of agreement from the County and successful bidder, for three (3) additional sixty (60) month periods beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.
5. **PRE-BID MEETING: THERE WILL BE A NON-MANDATORY PRE-BID MEETING ON MONDAY, APRIL 15, 2013 @ 8:30 A.M. @ SOLID WASTE CONFERENCE ROOM(126), 3095 114TH AVE N., ST. PETERSBURG, FL 33716.** All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid. A site visit will follow the pre-bid meeting.
6. **SITE VISIT:** A site visit will be held immediately following the pre-bid meeting. If necessary, additional site visits may be arranged by contacting Jim Dulaney at (727) 582-7015. No questions, suggestions or modifications may be discussed with County representatives at these site visits. All questions must be addressed in writing to the Purchasing Department, attention of Lucy Nowacki via email at lnowacki@pinellascounty.org and received by the question deadline date as shown on Page 1 of the ITB.
7. **AWARD:** Award will be based upon the most economic advantage to the County. The cost effectiveness will be based on both a fixed monthly payment and a volumetric payment for FOG received at the Facility over the initial term of the contract. The volumetric payment will be based on a monthly guaranteed quantity as determined by the Bidder. The minimum monthly payment to the County will be the sum of the fixed monthly payment, and the minimum guaranteed monthly volume in gallons times the volumetric rate per gallon.
8. **BIDDER MINIMUM QUALIFICATIONS:** A bidder desiring to bid on this Contract must be able to demonstrate compliance with the following qualifications:
 - A. Bidder must show that he is currently engaged in the business of FOG collection/processing services within the State of Florida. **Bidder must submit proof with bid.**
9. **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.
10. **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

11. **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.

12. **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-2012.pdf**

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

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

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

SECTION C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) 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.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits	
General Aggregate	\$ 4,000,000
Each Occurrence	\$ 4,000,000

SECTION C – INSURANCE REQUIREMENTS

(E) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

General Aggregate	\$ 3,000,000
Each Occurrence	\$ 3,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

(F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES

**Bid Title: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid Number: 123-0143-B (LN)**

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

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

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

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

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

<p>1. COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p>	<p>2. COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p>
<p>3. COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p>	<p>4. COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p>

SECTION E – SPECIFICATIONS

**Bid Title: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid Number: 123-0143-B (LN)**

A. OBJECTIVE:

On behalf of its Department of Environment and Infrastructure (DEI), Water and Sewer Division, Pinellas County (County) is seeking bids to secure the services of an individual/firm with proven experience to operate, maintain and manage the County's Fat, Oil, Grease Receiving and Dewatering (FOG) Facility in a manner that is reliable, environmentally acceptable and economically viable for the County. The successful Bidder will accept trap grease from County permitted local and outside haulers at the FOG Facility, blend the product with polymer to facilitate dewatering, complete post treatment lime stabilization and transport to the County's South Cross Bayou Water Reclamation Facility (SCBWRf). This contract will be considered a revenue source for the County.

B. BACKGROUND:

Pinellas County ordinances require Food Service Establishments (i.e. restaurants and other similar commercial and institutional establishments) to have their grease traps pumped monthly. The pumping is done by private firms utilizing septage-type pumper/hauler trucks that are contracted independently by these establishments. The haulers have various choices, the County being one, as to where they can empty their loads of collected trap grease consisting of FOG.

The County's FOG Facility (Facility) is located at 10901 28th St. N., St. Petersburg, Florida, directly across from the County's Solid Waste Facilities, located south of 118th Avenue, North and West of I-275. The Facility was constructed for receiving, quantifying, and partially dewatering trap grease. It is designed to receive and process 30,000 gallons/day of 'trap grease'. The haulers' trucks are offloaded into 16,000-gallon day tanks equipped with integral mixers to keep varying loads blended and homogeneous prior to processing. Current dewatering operation of the FOG facility removes approximately (80 to 85%) by volume water from the received trap grease, resulting in thickened FOG with an average concentration of (6 to 8%). After processing, the end product (partially dewatered FOG) is loaded into a liquid-tight roll-off container for disposal to SCBWRf located at 7401 54th Ave N, St. Petersburg, FL 33709.

The Facility has previously received quantities of 10,000 to 15,000 gallons of trap grease daily. It is anticipated that this quantity can be matched and/or increased with efficient operations and market competitive pricing. The County opines that the Facility has the ability to be expanded by the successful Bidder in 30,000 gallon/day increments up to a total processing capacity of 120,000 gallons/day. The County currently charges the haulers a flat fee of \$120.00 per 1,000 gallons of trap grease discharged. The successful Bidder has the ability to adjust this fee as market conditions dictate.

In the past, the Facility has operated five (5) days/week, eight (8) hours/day. As market conditions changed, other disposal sites began lowering their disposal fees charged to haulers for trap grease. Since the County cannot respond to market conditions in the same manner as private enterprise, it became economically less feasible for the County to maintain those hours of operations. Therefore, the Facility is currently open to haulers on an on-call basis. The successful Bidder will have the ability to adjust the hours of operation as market conditions dictate.

The wastewater discharge from the Facility is currently connected to the City of Pinellas Park wastewater collection system, and this wastewater is ultimately treated at the Pinellas County South Cross Bayou WRF. As such, Pinellas County manages the Industrial Pretreatment Program (IPP) within Pinellas Park. Since the Facility is a County owned and operated facility, no permit is required under the IPP; however, a permit under the IPP shall be required when the operation of the Facility is turned over to a private operator.

The Facility borders the City of St. Petersburg (City) sewer district, and any future decision between Pinellas Park and St. Petersburg to connect the Facility to the St. Petersburg sewer system shall require permitting under the City's Industrial Pretreatment Program. The operator shall be responsible for the financial impact resulting from such a change as no adjustments will be made to the approved Agreement between the operator and the County.

SECTION E – SPECIFICATIONS

Attachment 1 includes information on the permit fees and monitoring requirements under the IPP along with data from grab samples collected in September 2012 at the Facility. Grab sample data is for informational purposes only as variability of the product delivered to the Facility is expected and will be the responsibility of the operator. An example of the surcharges that could result from operating the Facility based on grab sample data is included to illustrate how the surcharges will be applied. Actual surcharges will vary based on the composition and amount of product accepted at the Facility, and the amount of pretreatment, if any, that the operator performs prior to discharge into the wastewater system.

C. REQUIREMENTS:

- 1) Bidder must provide to the County, prior to award, a framework for a management system which identifies a marketing plan.
- 2) The successful Bidder will maintain the FOG Facility at a level required to operate the Facility in compliance with all Florida laws, rules, and ordinances governing such facilities. The Successful Bidder shall be responsible for all structural repair, replacement and renovation of the Facility. All renovations shall have prior written approval from the County.
- 3) The successful Bidder will prepare and implement a framework that integrates taking control of the Facility to include providing solutions to operate, maintain and manage it in an environmentally and responsible manner.
- 4) Payments to the County will be based on fixed monthly and/or volumetric measurements as submitted with the Bid; however, a guaranteed minimum monthly payment will be established based on the Bid amount.
- 5) The successful Bidder will load all partially dewatered product (after processing) into a liquid-tight roll-off container or transport by sealed tank truck, provided by the Bidder, for disposal at SCBWRF.
- 6) The successful Bidder will provide all post lime stabilization processing metering and dosing equipment at no additional cost to County. Post treatment lime stabilization to include blending hydrated lime at a minimum dosing rate of (1kg/1,000-gallons) of trap grease producing a slurry material to an average concentration of (6%-12%) thickened solids and transport to SCBWRF for disposal.
 - a) Minimum and maximum product concentration after post lime stabilization: 6% to 12%
 - b) Minimum and maximum daily delivery volume to SCBWRF: 2,000 gallons to 8,000 gallons per day
 - c) Hours of Operations for load receiving at SCBWRF: Monday through Friday (7:00am-3:00pm), excluding observed County holidays.
 - d) FOG operator must provide a minimum of one-hour notification to SCBWRF facility prior to transporting load to the facility for offloading
 - e) County reserves the right of load refusal at SCBWRF due to load concentration exceedance, scheduled or unscheduled system maintenance, and/or operational emergencies.
 - f) Deliveries and material offloading at SCBWRF: Only County personnel are permitted to connect and operate offloading equipment at the SCBWRF receiving station..
- 7) If the receiving volume of dewatered FOG exceeds the capacity at the SCBWRF, the successful Bidder will make other arrangements for treatment and disposal at a permitted grease receiving facility at no additional cost to the County. The Bidder shall coordinate with the County for a smooth transition.
- 8) The successful Bidder shall maintain manifests and/or other appropriate documentation to show that the FOG Facility is being operated for the County per the terms and conditions of the contract. The Bidder shall be required to use the County's LINKO system to track quantities of FOG received at the FOG Facility.

SECTION F – BID SUMMARY

**Bid Title: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid Number: 123-0143-B (LN)**

	A	B	C	D	E	F
A. Fixed Monthly Payment	\$					
B. Volumetric Rate/Gallon		\$				
C. Guaranteed Monthly Volume			Gallons			
D. Minimum Guaranteed Monthly Volumetric Payment (B X C)				\$		
E. Minimum Monthly Payment to County (A + D)					\$	
F. Total Five Year Amount (E x 60)						\$

IF THE COUNTY IS EXPECTED TO SIGN ANY AGREEMENTS, PLEASE SUBMIT DOCUMENTS WITH YOUR BID.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

SECTION F – BID SUMMARY**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 ID NUMBER AND CERTIFICATIONSubstitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Date ▶

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

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

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

Privacy Act Notice:

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

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

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

**Bid Title: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid No: 123-0143-B (LN)**

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

ADDENDUM NO. SIGNATURE/PRINTED NAME DATE RECEIVED

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

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

SECTION H - STATEMENT OF NO BID
--

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

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

We, the undersigned have declined to submit a bid for No. **123-0143-B** for **Services, Operations, Maintenance and Management of Fat, Oil, Grease Receiving and Dewatering (FOG) Facility**

- ☐ 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: _____

**PC DEPARTMENT OF ENVIRONMENT & INFRASTRUCTURE
INDUSTRIAL PRETREATMENT PROGRAM
Costs Associated with a Permit**



Permit Fees

Permit Duration	Fee
1 year	\$4,050
2 year	\$7,300
3 year	\$10,550
4 year	\$13,800
5 year	\$17,050

First time permits are issued for a one-year duration. Subsequent permits durations are based on permittee compliance history.

Base Line Monitoring – one time event

Four 24-hour composite samples collected for the following:

Ammonia	Lead, total
Biochemical Oxygen Demand (BOD ₅)	Mercury
Total Suspended Solids (TSS)	Molybdenum
Arsenic	Nickel, total
Cadmium, total	Selenium
Chromium, total	Silver
Copper, total	Zinc, total

Four grab samples collected over a four-day period for the following:

Cyanide, total	pH	Sulfides
Phenols, total	Oil & grease	Volatile organics
Temperature		

Note: Oil & grease results must be reported as polar, non-polar and total for each sample.

Self Monitoring Requirements - Monthly

- All regulated parameters sampled weekly for first 3 months; frequency reduction based on analytical compliance and pollutants determined to be of concern/on site
- pH and temperature monitored during all discharge periods – continuous monitoring or every 2 hours

h:\wqwr\54\industrial pretreatment project\admin\permit requirements & costs\industrial wastewater discharge permit costs.docx

All sampling and analysis must be in accordance with 40 CFR 136. Analytical procedures shall be as specified in the DEP-SOP-001/01 (2008) or latest version. The laboratory must hold National Environmental Laboratory Accreditation Program (NELAP) certification from the Florida Department of Health's Environmental Laboratory Certification Program (DOH ELCP). The analytical method detection limit used for each parameter must be less than or equal to 25% of the most stringent discharge standard for that parameter.

NOTE: Pretreatment may be required to meet compliance with discharge standards.

Additional Requirements if Warranted:

- Representative Sample Point – design and construction costs
- Total Toxic Organic Sampling – required for those pollutants determined to be on site
- Surcharge Program - Business may also be subject to an Industrial Surcharge Fee based on industrial process analytical results for BOD₅ and TSS. Sampling requirements are a minimum of twice per month for each parameter.

Surcharge Rates:

- BOD₅ Discharge – Allowable discharge 450 mg/L
 - Results greater than 450 mg/L = \$0.6495/lb.
- TSS Discharge - Allowable discharge 650 mg/L
 - Results greater than 650 mg/L = \$0.6990/lb.

Note: Prohibited exceedances =>5,000 mg/L

PC-FOG Plant														
Grab Samples														
Analytical Parameter	pH	Cyanide, Total	Phenolics	Hexane Ext. Mat., Non-Polar (mineral)	Hexane Ext. Mat., Polar (animal)	Hexane Ext. Mat., Total								
Local Discharge Limit	5.0 to 11.0	1.0 mg/L	5.0 mg/L	no limit (refer to Ordinance for prohibitions)										
Collection Date/Time														
9/10/12 13:00	4.72	0.0054 U	0.078 mg/L	13.3 mg/L	3550 mg/L	3570 mg/L								
9/11/12-12:15	4.84	0.0054 U	0.093 mg/L	10.8 mg/L	963 mg/L	963 mg/L								
9/12/12 12:25	4.89	0.0054 U	0.081 mg/L	10.4 mg/L	2340 mg/L	2350 mg/L								
9/13/12 11:35	4.98	0.0054 U	0.081 mg/L	4.8 mg/L	1130 mg/L	1140 mg/L								
9/14/12 10:45	4.83	0.0054 U	0.092 mg/L	15.8 mg/L	2020 mg/L	2040 mg/L								
Composite Samples														
Analytical Parameter	Arsenic, Total 0.1 mg/L	Cadmium, Total	Chromium, Total	Copper, Total	Lead, Total	Mercury, Total	Molybdenum	Nickel, Total	Selenium	Silver, Total	Zinc, Total	Biochemical Oxygen Demand (BOD)	Total Suspended Solids (TSS)	Ammonia as N
Local Discharge Limit	0.1 mg/L	0.2 mg/L	2.6 mg/L	1.0 mg/L	0.6 mg/L	0.1 mg/L	0.16 mg/L	1.0 mg/L	0.4	2	2	480 mg/l	650 mg/l	300 mg/l
Collection Date/Time														
9/10/12 13:10 9/11/12 12:10	0.010 U mg/L	0.001 U mg/L	0.080 mg/L	0.693 mg/L	0.028 mg/L	0.00010 U mg/L	0.011 mg/L	0.055 mg/L	0.010 U mg/L	0.002 U mg/L	1.08 mg/L	1300 mg/L	2020 mg/L	17.2 mg/L
9/11/2012 12:20 9/12/12 12:20	0.010 U mg/L	0.001 U mg/L	0.043 mg/L	0.445 mg/L	0.018 mg/L	0.00010 U mg/L	0.007 mg/L	0.039 mg/L	0.010 U mg/L	0.002 U mg/L	0.794 mg/L	2000 mg/L	1800 mg/L	13.8 mg/L
9/12/12 12:30 9/13/12 11:30	0.010 U mg/L	0.001 U mg/L	0.087 mg/L	0.668 mg/L	0.033 mg/L	0.00010 U mg/L	0.008 mg/L	0.064 mg/L	0.010 U mg/L	0.002 U mg/L	1.40 mg/L	2100 mg/L	1270 mg/L	10.6 mg/L
9/13/12 11:40 9/14/12 10:40	0.010 U mg/L	0.001 U mg/L	0.052 mg/L	0.327 mg/L	0.017 mg/L	0.00010 U mg/L	0.005 mg/L	0.052 mg/L	0.010 U mg/L	0.002 U mg/L	0.747 mg/L	2100 mg/L	2450 mg/L	9.42 mg/L

EXAMPLE BI-MONTHLY SURCHARGE BILL

ABC Industry
WASTEWATER SURCHARGE
 December 1, 2012 - January 31, 2013

LAB	SAMPLE DATE	AVERAGE DAILY FLOW DURING SURCHARGE PERIOD (GALLONS)	Production Days	BOD ₅ mg/L	TSS mg/L
S/M	12-10-12			1300	2020
SM	12-24-12	13262	23	2000	1800
S/M	01-06-13			2100	1270
SM	01-20-13	12251	22	2100	2450
AVERAGE:		12757	45	1875	1885

SURCHARGE CALCULATIONS:

AVERAGE BOD₅: 1875 mg/L
 AVERAGE TSS: 1885 mg/L
 AVERAGE DAILY FLOW: 0.012757 Million Gallons per Day (MGD)
 DAYS IN SURCHARGE PERIOD: 45 Days

BOD₅ SURCHARGE:

A.	1875 mg/L - 450 mg/L =	1425 mg/L Surchargeable BOD ₅
B.	1425 mg/L X 8.34 =	11884.50 lbs/Million Gallons (MG)
C.	11884.50 lbs/MG X 0.012757 MGD =	151.61 lbs BOD ₅ /Day
D.	151.61 lbs BOD ₅ /Day X 0.6495 /lbs BOD ₅ =	\$98.47 Daily
E.	\$98.47 X 45 Days =	\$4,431.20

TSS SURCHARGE:

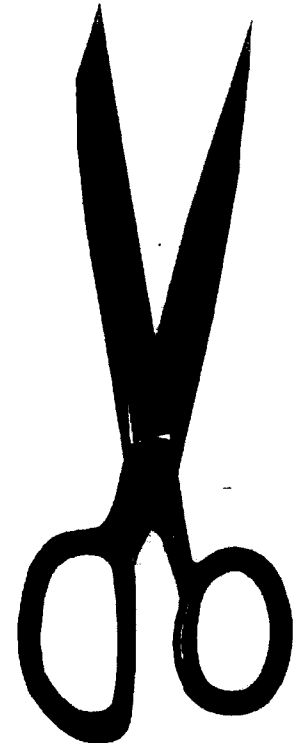
A.	1885 mg/L - 650 mg/L =	1235 mg/L Surchargeable TSS
B.	1235 mg/L X 8.34 =	10,299.90 lbs/MG
C.	10,299.90 lbs/MG X 0.012757 MGD =	131.40 lbs TSS/Day
D.	131.40 lbs TSS/Day X 0.699 /lbs TSS =	\$91.85 Daily
E.	\$91.85 X 45 Days =	\$4,133.06

TSS SURCHARGE + BOD₅ SURCHARGE: \$4,133.06 + \$4,431.20 = \$8,564.25

TOTAL SURCHARGE: \$8,564.25

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.: 123-0143-B(LN)	
BID TITLE: SERVICES, OPERATIONS, MAINTENANCE AND MANAGEMENT OF FAT, OIL, GREASE RECEIVING AND DEWATERING (FOG) FACILITY	
DUE DATE/TIME: APRIL 23, 2013 @ 3:00 P.M.	
SUBMITTED BY:	Grease Depot, Incorporated (Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building – 6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:


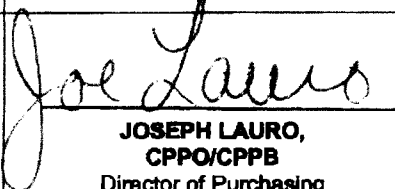
From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this bid.

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



Request For Proposal

123-0143-B (LN)

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="text-align: center;">INVITATION TO BID</h1>
ISSUE DATE: March 25, 2013	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: SERVICES, OPERATIONS, MAINTENANCE AND MANAGEMENT OF FAT, OIL, GREASE, RECEIVING AND DEWATERING (FOG) FACILITY	BID NUMBER: 123-0143-B(LN)
SUBMITTAL DUE: APRIL 23, 2013 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.	PRE-BID/SITE VISIT DATE & LOCATION: NON-MANDATORY
DEADLINE FOR WRITTEN QUESTIONS: April 15, 2013 BY 5:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone; 727-464-3766 Fax: 727/464-3925	April 15, 2013 @ 8:30 A.M. Solid Waste Conference Room(128) 3095 114 th Ave. N St. Petersburg, FL 33716
<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, INCLUDING ALL INSURANCE REQUIREMENTS.

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

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

BIDDER (COMPANY NAME): Grease Depot, Incorporated

D/B/A _____

MAILING ADDRESS: 3805-126th Avenue North

CITY / STATE / ZIP Clearwater, FL 33762

COMPANY EMAIL ADDRESS: Michelle@GreaseDepot.com

PHN: (727) 571-1999 **FAX:** (727) 573-2436

***REMIT TO NAME:** Grease Depot, Incorporated
 (As Shown On Company Invoice)

CONTACT NAME: Michelle Helms

FEIN# 65-0726747

PRINT NAME: Michelle Helms

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.

EMAIL ADDRESS: Michelle@GreaseDepot.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: Michelle Helms

PRINT NAME/TITLE: Michelle Helms, VP

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

SEE PAGE 20 SECTION F FOR BID PRICING SUMMARY
THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. **PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder 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) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (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, including insurance requirements.
 - 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 5(a) 3. The County may also waive any minor informalities 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 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty 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](http://www.pinellascounty.org/purchase/Current%20Bids1.htm)) after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

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. See Rejection of Bids.
- (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) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
 - c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified

SECTION A - GENERAL CONDITIONS

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 person.

24. **INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

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:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the Invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

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 the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Grease Depot3805 126th Avenue N
Clearwater, FL 33762

Voice: (727) 571-1999

Fax: (727) 573-1521

INVOICE

Invoice Number: Sample

Invoice Date:

Page:

Duplicate

Bill To:

Ship to:

Customer ID

Customer PO

Payment Terms

Net 30 Days

Sales Rep ID

Shipping Method

Ship Date

Due Date

House

Quantity

Item

Description

Unit Price

Amount

Subtotal

0.00

Sales Tax

Total Invoice Amount

0.00

Payment/Credit Applied

TOTAL**0.00**

Check/Credit Memo No:

SECTION A - GENERAL CONDITIONS

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.
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.

SECTION A - GENERAL CONDITIONS

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.

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.

SECTION A - GENERAL CONDITIONS**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: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid Number: 123-0143-B (LN)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County Board of County Commissioners (County) to establish a revenue contract for the operation, maintenance and management of the County's Fat, Oil, Grease Receiving and Dewatering (FOG) Facility.
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. **REVENUE/PERIOD OF CONTRACT:** Prices shall be held firm for the duration of the contract. Duration of the contract shall be for a period of sixty (60) months from the date of contract award and any extension thereof. The County reserves the right to request an increase due to market conditions.
4. **TERM EXTENSION(S) OF CONTRACT:** The contract may be extended subject to written notice of agreement from the County and successful bidder, for three (3) additional sixty (60) month periods beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.
5. **PRE-BID MEETING: THERE WILL BE A NON-MANDATORY PRE-BID MEETING ON MONDAY, APRIL 15, 2013 @ 8:30 A.M. @ SOLID WASTE CONFERENCE ROOM(126), 3095 114TH AVE N., ST. PETERSBURG, FL 33716.**
All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid. A site visit will follow the pre-bid meeting.
6. **SITE VISIT:** A site visit will be held immediately following the pre-bid meeting. If necessary, additional site visits may be arranged by contacting Jim Dulaney at (727) 582-7015. No questions, suggestions or modifications may be discussed with County representatives at these site visits. All questions must be addressed in writing to the Purchasing Department, attention of Lucy Nowacki via email at lnowacki@pinellascounty.org and received by the question deadline date as shown on Page 1 of the ITB.
7. **AWARD:** Award will be based upon the most economic advantage to the County. The cost effectiveness will be based on both a fixed monthly payment and a volumetric payment for FOG received at the Facility over the initial term of the contract. The volumetric payment will be based on a monthly guaranteed quantity as determined by the Bidder. The minimum monthly payment to the County will be the sum of the fixed monthly payment, and the minimum guaranteed monthly volume in gallons times the volumetric rate per gallon.
8. **BIDDER MINIMUM QUALIFICATIONS:** A bidder desiring to bid on this Contract must be able to demonstrate compliance with the following qualifications:
 - A. Bidder must show that he is currently engaged in the business of FOG collection/processing services within the State of Florida. **Bidder must submit proof with bid.**
9. **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.
10. **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.

**DEPARTMENT OF ENVIRONMENTAL SERVICES
WASTEWATER DISCHARGE PERMIT**

Company Name:	Grease Depot Incorporated
Mailing Address:	3805 126 th Avenue North Clearwater, FL 33762
Facility Address:	3805 126 th Avenue North Clearwater, FL 33762
SIC:	3556, 2076
Category:	Non-Categorical
Permit #:	120520MLS0108S

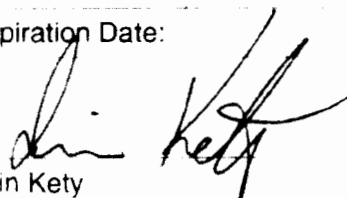
The above Industrial User is authorized to discharge industrial wastewater to the City of Largo's sewer system in compliance with the City of Largo Code of Ordinances, Chapter 23, Division 4, any applicable provisions of Federal, State law or regulation, and in accordance with discharge point(s), effluent limitations, monitoring requirements, and other conditions set forth herein.

This permit is granted in accordance with the application received on March 21, 2012 filed in the office of the Director of Environmental Services, and in conformity with plans, specifications, and other data submitted to the City in support of the above application.



Effective Date: May 20, 2012

Expiration Date: May 19, 2014


Irvin Kety
Environmental Services Director

SECTION B - SPECIAL CONDITIONS

11. **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.

12. **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-bld-3000-oct-2012.pdf**

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

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

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

SECTION C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) 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.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits	
General Aggregate	\$ 4,000,000
Each Occurrence	\$ 4,000,000

SECTION C - INSURANCE REQUIREMENTS

(E) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

General Aggregate	\$ 3,000,000
Each Occurrence	\$ 3,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

(F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES

**Bid Title: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid Number: 123-0143-B (LN)**

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

COMPANY NAME: Grease Depot, Incorporated

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 1998

BUSINESS ADDRESS: 3805--126th Avenue North, Clearwater, Florida 33762

HOW LONG IN PRESENT LOCATION: 12+Years

TELEPHONE NUMBER: 727-571-1999 FAX NUMBER: 727-573-1521

TOTAL NUMBER OF CURRENT EMPLOYEES: 10 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 1-2

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:

- | | |
|--|--|
| <p>1. COMPANY: <u>Grease Depot, Incorporated</u></p> <p>ADDRESS: <u>3805--126th Ave N, Clwt, Fl 33762</u></p> <p>TELEPHONE/FAX: <u>727-571-1999</u></p> <p>CONTACT: <u>Michelle Helms</u></p> <p>CONTACT EMAIL: <u>Michelle@Greasedepot.com</u></p> <p>COMPANY EMAIL ADDRESS: <u>Same as Above</u></p> | <p>2. COMPANY: <u>Pinellas County Utilities</u></p> <p>ADDRESS: <u>McKay Creek Processing Take Down</u></p> <p>TELEPHONE/FAX: <u>727-518-3079</u></p> <p>CONTACT: <u>Gary Glasscock</u></p> <p>CONTACT EMAIL: <u>"City of Largo"</u></p> <p>COMPANY EMAIL ADDRESS: <u>gjonesgl@largo.com</u></p> |
| <p>3. COMPANY: <u>City of Largo</u></p> <p>ADDRESS: <u>5100-150th Ave, Clearwater, Fl 33760</u></p> <p>TELEPHONE/FAX: <u>561-644-7325</u></p> <p>CONTACT: <u>Joe Carlini</u></p> <p>CONTACT EMAIL: <u>"City of West Palm Beach"</u></p> <p>COMPANY EMAIL ADDRESS: _____</p> | <p>4. COMPANY: <u>City of Largo</u></p> <p>ADDRESS: <u>5100-150th Ave, Clearwater, Fl 33760</u></p> <p>TELEPHONE/FAX: <u>727-518-3061</u></p> <p>CONTACT: <u>Davor Soldo</u></p> <p>CONTACT EMAIL: <u>dsoldo@largo.com</u></p> <p>COMPANY EMAIL ADDRESS: <u>Same as Above</u></p> |

SECTION E – SPECIFICATIONS

**Bid Title: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid Number: 123-0143-B (LN)**

A. OBJECTIVE:

On behalf of its Department of Environment and Infrastructure (DEI), Water and Sewer Division, Pinellas County (County) is seeking bids to secure the services of an individual/firm with proven experience to operate, maintain and manage the County's Fat, Oil, Grease Receiving and Dewatering (FOG) Facility in a manner that is reliable, environmentally acceptable and economically viable for the County. The successful Bidder will accept trap grease from County permitted local and outside haulers at the FOG Facility, blend the product with polymer to facilitate dewatering, complete post treatment lime stabilization and transport to the County's South Cross Bayou Water Reclamation Facility (SCBWRF). This contract will be considered a revenue source for the County.

B. BACKGROUND:

Pinellas County ordinances require Food Service Establishments (i.e. restaurants and other similar commercial and institutional establishments) to have their grease traps pumped monthly. The pumping is done by private firms utilizing septage-type pumper/hauler trucks that are contracted independently by these establishments. The haulers have various choices, the County being one, as to where they can empty their loads of collected trap grease consisting of FOG.

The County's FOG Facility (Facility) is located at 10901 28th St. N., St. Petersburg, Florida, directly across from the County's Solid Waste Facilities, located south of 118th Avenue, North and West of I-275. The Facility was constructed for receiving, quantifying, and partially dewatering trap grease. It is designed to receive and process 30,000 gallons/day of 'trap grease'. The haulers' trucks are offloaded into 16,000-gallon day tanks equipped with integral mixers to keep varying loads blended and homogeneous prior to processing. Current dewatering operation of the FOG facility removes approximately (80 to 85%) by volume water from the received trap grease, resulting in thickened FOG with an average concentration of (6 to 8%). After processing, the end product (partially dewatered FOG) is loaded into a liquid-tight roll-off container for disposal to SCBWRF located at 7401 54th Ave N, St. Petersburg, FL 33709.

The Facility has previously received quantities of 10,000 to 15,000 gallons of trap grease daily. It is anticipated that this quantity can be matched and/or increased with efficient operations and market competitive pricing. The County opines that the Facility has the ability to be expanded by the successful Bidder in 30,000 gallon/day increments up to a total processing capacity of 120,000 gallons/day. The County currently charges the haulers a flat fee of \$120.00 per 1,000 gallons of trap grease discharged. The successful Bidder has the ability to adjust this fee as market conditions dictate.

In the past, the Facility has operated five (5) days/week, eight (8) hours/day. As market conditions changed, other disposal sites began lowering their disposal fees charged to haulers for trap grease. Since the County cannot respond to market conditions in the same manner as private enterprise, it became economically less feasible for the County to maintain those hours of operations. Therefore, the Facility is currently open to haulers on an on-call basis. The successful Bidder will have the ability to adjust the hours of operation as market conditions dictate.

The wastewater discharge from the Facility is currently connected to the City of Pinellas Park wastewater collection system, and this wastewater is ultimately treated at the Pinellas County South Cross Bayou WRF. As such, Pinellas County manages the Industrial Pretreatment Program (IPP) within Pinellas Park. Since the Facility is a County owned and operated facility, no permit is required under the IPP; however, a permit under the IPP shall be required when the operation of the Facility is turned over to a private operator.

The Facility borders the City of St. Petersburg (City) sewer district, and any future decision between Pinellas Park and St. Petersburg to connect the Facility to the St. Petersburg sewer system shall require permitting under the City's Industrial Pretreatment Program. The operator shall be responsible for the financial impact resulting from such a change as no adjustments will be made to the approved Agreement between the operator and the County.

SECTION E - SPECIFICATIONS

Attachment 1 includes information on the permit fees and monitoring requirements under the IPP along with data from grab samples collected in September 2012 at the Facility. Grab sample data is for informational purposes only as variability of the product delivered to the Facility is expected and will be the responsibility of the operator. An example of the surcharges that could result from operating the Facility based on grab sample data is included to illustrate how the surcharges will be applied. Actual surcharges will vary based on the composition and amount of product accepted at the Facility, and the amount of pretreatment, if any, that the operator performs prior to discharge into the wastewater system.

C. REQUIREMENTS:

- 1) Bidder must provide to the County, prior to award, a framework for a management system which identifies a marketing plan.
- 2) The successful Bidder will maintain the FOG Facility at a level required to operate the Facility in compliance with all Florida laws, rules, and ordinances governing such facilities. The Successful Bidder shall be responsible for all structural repair, replacement and renovation of the Facility. All renovations shall have prior written approval from the County.
- 3) The successful Bidder will prepare and implement a framework that integrates taking control of the Facility to include providing solutions to operate, maintain and manage it in an environmentally and responsible manner.
- 4) Payments to the County will be based on fixed monthly and/or volumetric measurements as submitted with the Bid; however, a guaranteed minimum monthly payment will be established based on the Bid amount.
- 5) The successful Bidder will load all partially dewatered product (after processing) into a liquid-tight roll-off container or transport by sealed tank truck, provided by the Bidder, for disposal at SCBWRF.
- 6) The successful Bidder will provide all post lime stabilization processing metering and dosing equipment at no additional cost to County. Post treatment lime stabilization to include blending hydrated lime at a minimum dosing rate of (1kg/1,000-gallons) of trap grease producing a slurry material to an average concentration of (6%-12%) thickened solids and transport to SCBWRF for disposal.
 - a) Minimum and maximum product concentration after post lime stabilization: 6% to 12%
 - b) Minimum and maximum daily delivery volume to SCBWRF: 2,000 gallons to 8,000 gallons per day
 - c) Hours of Operations for load receiving at SCBWRF: Monday through Friday (7:00am-3:00pm), excluding observed County holidays.
 - d) FOG operator must provide a minimum of one-hour notification to SCBWRF facility prior to transporting load to the facility for offloading
 - e) County reserves the right of load refusal at SCBWRF due to load concentration exceedance, scheduled or unscheduled system maintenance, and/or operational emergencies.
 - f) Deliveries and material offloading at SCBWRF: Only County personnel are permitted to connect and operate offloading equipment at the SCBWRF receiving station..
- 7) If the receiving volume of dewatered FOG exceeds the capacity at the SCBWRF, the successful Bidder will make other arrangements for treatment and disposal at a permitted grease receiving facility at no additional cost to the County. The Bidder shall coordinate with the County for a smooth transition.
- 8) The successful Bidder shall maintain manifests and/or other appropriate documentation to show that the FOG Facility is being operated for the County per the terms and conditions of the contract. The Bidder shall be required to use the County's LINKO system to track quantities of FOG received at the FOG Facility.

SECTION F - BID SUMMARY

**Bid Title: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid Number: 123-0143-B (LN)**

	A	B	C	D	E	F
A. Fixed Monthly Payment	\$18,855.22					
B. Volumetric Rate/Gallon		\$ 0.00				
C. Guaranteed Monthly Volume			0.00 Gallons			
D. Minimum Guaranteed Monthly Volumetric Payment (B X C)				\$ 0.00		
E. Minimum Monthly Payment to County (A + D)					\$ 18,855.22	
F. Total Five Year Amount (E x 60)						\$ 1,131,313.20

IF THE COUNTY IS EXPECTED TO SIGN ANY AGREEMENTS, PLEASE SUBMIT DOCUMENTS WITH YOUR BID.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

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

Name (as shown on your income tax return)

Grease Depot, Incorporated

Business name, if different from above

Check appropriate box: ☐ Individual/sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (S=disregarded entity, C=corporation, P=partnership) >
☐ Other (see instructions) >

☐ Exempt
payee

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

3805-126th Avenue N

Requester's name and address (optional)

City, state, and ZIP code

Clearwater, FL 33762

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

65-0726747

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

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
HereSignature of
U.S. person >*Michelle Helms*

Date >

April 23, 2013

*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:

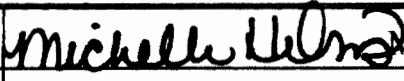
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation 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. Payors must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payor. Certain penalties may also apply.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Bid Title: Services, Operations, Maintenance and Management of
Fat, Oil, Grease Receiving and Dewatering (FOG) Facility
Bid No: 123-0143-B (LN)

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

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	 Michelle Helms	4-16-2013

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

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



Joe Lauro, CPPO/CPPB
Director

April 11, 2013

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: SERVICES, OPERATIONS, MAINTENANCE AND MANAGEMENT OF
FAT, OIL, GERASE RECEIVING AND DEWATERING (FOG) FACILITY

BID NUMBER: 123-0143-B(LN)

BID SUBMITTAL IS DUE: APRIL 23, 2013 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Bid (ITB):

QUESTIONS:

1) Grease trap waste can look and act like it is 6-12% thickened solids but will actually test much higher because of the oils. How are the percent solids calculated currently?

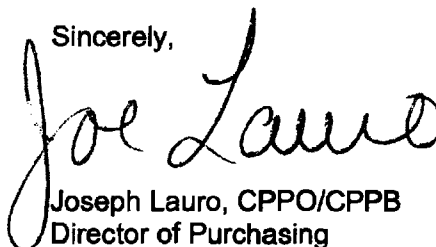
Answer: The solids concentration sample is collected after the material is dewatered and transferred into the transport vessel. An aliquot sample is processed with an IR-30 Moisture Analyzer to determine percent solids concentration

2) The Invitation to Bid mentions daily minimums and maximums for concentrations and delivery volumes. Are those minimums and maximums average daily minimums and maximums?

Answer: Material concentration and delivery volumes are intended to be average daily ranges.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 23 under Addendum No.1 and return with completed bid package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

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. **123-0143-B** for **Services, Operations, Maintenance and Management of Fat, Oil, Grease Receiving and Dewatering (FOG) Facility**

- ☐ 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: _____

**PC DEPARTMENT OF ENVIRONMENT & INFRASTRUCTURE
INDUSTRIAL PRETREATMENT PROGRAM
Costs Associated with a Permit**



Permit Fees

Permit Duration	Fee
1 year	\$4,050
2 year	\$7,300
3 year	\$10,550
4 year	\$13,800
5 year	\$17,050

First time permits are issued for a one-year duration. Subsequent permits durations are based on permittee compliance history.

Base Line Monitoring – one time event

Four 24-hour composite samples collected for the following:

Ammonia	Lead, total
Biochemical Oxygen Demand (BOD ₅)	Mercury
Total Suspended Solids (TSS)	Molybdenum
Arsenic	Nickel, total
Cadmium, total	Selenium
Chromium, total	Silver
Copper, total	Zinc, total

Four grab samples collected over a four-day period for the following:

Cyanide, total	pH	Sulfides
Phenols, total	Oil & grease	Volatile organics
Temperature		

Note: Oil & grease results must be reported as polar, non-polar and total for each sample.

Self Monitoring Requirements - Monthly

- All regulated parameters sampled weekly for first 3 months; frequency reduction based on analytical compliance and pollutants determined to be of concern/on site
- pH and temperature monitored during all discharge periods – continuous monitoring or every 2 hours

n:\wqa\p4\industrial pretreatment project\admin\permit requirements & costs\industrial wastewater discharge permit costs.docx

All sampling and analysis must be accordance with 40 CFR 136. Analytical procedures shall be as specified in the DEP-SOP-001/01 (2008) or latest version. The laboratory must hold National Environmental Laboratory Accreditation Program (NELAP) certification from the Florida Department of Health's Environmental Laboratory Certification Program (DOH ELCP). The analytical method detection limit used for each parameter must be less than or equal to 25% of the most stringent discharge standard for that parameter.

NOTE: Pretreatment may be required to meet compliance with discharge standards.

Additional Requirements if Warranted:

- Representative Sample Point – design and construction costs
- Total Toxic Organic Sampling – required for those pollutants determined to be on site
- Surcharge Program - Business may also be subject to an Industrial Surcharge Fee based on industrial process analytical results for BOD₅ and TSS. Sampling requirements are a minimum of twice per month for each parameter.

Surcharge Rates:

- BOD₅ Discharge – Allowable discharge 450 mg/L
 - Results greater than 450 mg/L = \$0.6495/lb.
- TSS Discharge - Allowable discharge 650 mg/L
 - Results greater than 650 mg/L = \$0.6990/lb.

Note: Prohibited exceedances =>5,000 mg/L

PC-FOG Plant														
Grab Samples														
Analytical Parameter	pH	Cyanide, Total	Phenolics	Hexane Ext. Mat., Non-Polar (mineral)	Hexane Ext. Mat., Polar (animal)	Hexane Ext. Mat., Total								
Local Discharge Limit	5.0 to 11.0	1.0 mg/L	5.0 mg/L	no limit (refer to Ordinance for prohibitions)										
Collection Date/Time														
8/10/12 13:00	4.72	0.0054 U	0.0781 mg/L	13.31 mg/L	3550 mg/L	3570 mg/L								
9/11/12-12:15	4.84	0.0054 U	0.093 mg/L	10.8 U mg/L	983 mg/L	983 mg/L								
9/12/12 12:25	4.89	0.0054 U	0.081 mg/L	10.4 U mg/L	2340 mg/L	2350 mg/L								
9/13/12 11:35	4.98	0.0054 U	0.081 mg/L	4.81 mg/L	1130 mg/L	1140mg/L								
9/14/12 10:45	4.83	0.0054 U	0.092 mg/L	15.81 mg/L	2020 mg/L	2040 mg/L								
Composite Samples														
Analytical Parameter	Arsenic, Total 0.1 mg/L	Cadmium, Total	Chromium, Total	Copper, Total	Lead, Total	Mercury, Total	Molybdenum	Nickel, Total	Selenium	Silver, Total	Zinc, Total	Biochemical Oxygen Demand (BOD)	Total Suspended Solids (TSS)	Ammonia as N
Local Discharge Limit	0.1 mg/L	0.2 mg/L	2.6 mg/L	1.0 mg/L	0.6 mg/L	0.1 mg/L	0.16 mg/L	1.0 mg/L	0.4	2	2	450 mg/l	650 mg/l	300 mg/l
Collection Date/Time														
8/10/12 13:10 9/11/12 12:10	0.010 U mg/L	0.001 U mg/L	0.080 mg/L	0.893 mg/L	0.026 mg/L	0.00010 U mg/L	0.011 mg/L	0.055 mg/L	0.010 U mg/L	0.002 U mg/L	1.06 mg/L	1300 mg/L	2020 mg/L	17.2 mg/L
9/11/2012 12:20 9/12/12 12:20	0.010 U mg/L	0.001 U mg/L	0.043 mg/L	0.445 mg/L	0.018 mg/L	0.00010 U mg/L	0.007 mg/L	0.039 mg/L	0.010 U mg/L	0.002 U mg/L	0.794 mg/L	2000 mg/L	1800 mg/L	13.8 mg/L
9/12/12 12:30 9/13/12 11:30	0.010 U mg/L	0.001 U mg/L	0.087 mg/L	0.668 mg/L	0.033 mg/L	0.00010 U mg/L	0.008 mg/L	0.084 mg/L	0.010 U mg/L	0.002 U mg/L	1.40 mg/L	2100 mg/L	1270 mg/L	10.8 mg/L
9/13/12 11:40 9/14/12 10:40	0.010 U mg/L	0.001 U mg/L	0.052 mg/L	0.327 mg/L	0.0171 mg/L	0.00010 U mg/L	0.0051 mg/L	0.052 mg/L	0.010 U mg/L	0.002 U mg/L	0.747 mg/L	2100 mg/L	2450 mg/L	9.42 mg/L

EXAMPLE BI-MONTHLY SURCHARGE BILL

**ABC Industry
WASTEWATER SURCHARGE
December 1, 2012 - January 31, 2013**

LAB	SAMPLE DATE	AVERAGE DAILY FLOW DURING SURCHARGE PERIOD (GALLONS)	Production Days	BOD ₅ mg/L	TSS mg/L
S/M	12-10-12			1300	2020
SM	12-24-12	13262	23	2000	1800
S/M	01-06-13			2100	1270
SM	01-20-13	12251	22	2100	2450
AVERAGE:		12757	45	1875	1885

SURCHARGE CALCULATIONS:

AVERAGE BOD₅: 1875 mg/L
AVERAGE TSS: 1885 mg/L
AVERAGE DAILY FLOW: 0.012757 Million Gallons per Day (MGD)
DAYS IN SURCHARGE PERIOD: 45 Days

BOD₅ SURCHARGE:

A.	1875 mg/L - 450 mg/L =	1425 mg/L Surchargeable BOD ₅
B.	1425 mg/L X 8.34 =	11884.50 lbs/Million Gallons (MG)
C.	11884.50 lbs/MG X 0.012757 MGD =	151.61 lbs BOD ₅ /Day
D.	151.61 lbs BOD ₅ /Day X 0.6495 lbs BOD ₅ =	\$98.47 Daily
E.	\$98.47 X 45 Days =	\$4,431.20

TSS SURCHARGE:

A.	1885 mg/L - 650 mg/L =	1235 mg/L Surchargeable TSS
B.	1235 mg/L X 8.34 =	10,299.90 lbs/MG
C.	10,299.90 lbs/MG X 0.012757 MGD =	131.40 lbs TSS/Day
D.	131.40 lbs TSS/Day X 0.699 lbs TSS =	\$91.85 Daily
E.	\$91.85 X 45 Days =	\$4,133.06

TSS SURCHARGE + BOD₅ SURCHARGE: \$4,133.06 + \$4,431.20 = \$8,564.25

TOTAL SURCHARGE: \$8,564.25

Services, Operations, Maintenance and Management of Fat, Oil, Grease Receiving and Dewatering (FOG) Facility

Bid Number: 123-0143-B (LN)

Tabulation

	A	B	C	D	E	F
Vendor	Fixed Monthly Payment	Volumetric Rate/Gallon	Guaranteed Monthly Volume (Gallons)	Minimum Guaranteed Monthly Volumetric Payment (B X C)	Minimum Monthly Payment to County (A + D)	Total Five Year Amount (E X 60)
Grease Depot, Inc.	\$18,855.22	0.0000	0.00	\$0.00	\$18,855.22	\$1,131,313.20
Liquid Environmental Solutions	\$4,000.00	0.0050	100,000.00	\$500.00	\$4,500.00	\$270,000.00
Newtech, Inc.	\$7,000.00	0.0110	400,000.00	\$4,400.00	\$11,400.00	\$684,000.00