

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

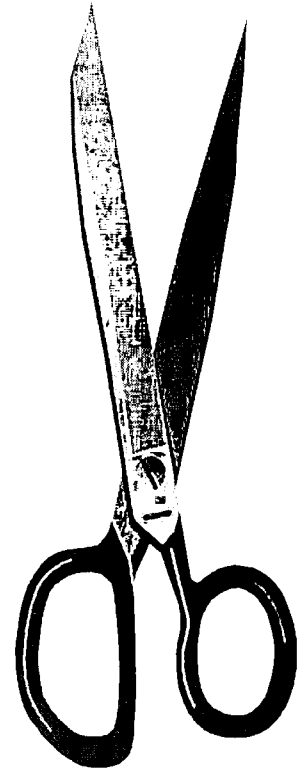
SEALED BID NO.: 078-0150-B (TS)

BID TITLE: INSTRUMENTATION, CONTROL &
MONITORING SYSTEMS REPAIR,
MAINTENANCE, AND TRAINING
SERVICES

DUE DATE/TIME: January 29, 2008 @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

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



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this bid. Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

INVITATION TO BID

**PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**SUBMIT
BID TO:** Pinellas County Board of County Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

**BID TITLE: INSTRUMENTATION, CONTROL & MONITORING SYSTEMS REPAIR,
MAINTENANCE, AND TRAINING SERVICES**

PRE-BID CONFERENCE: N/A

BID NO.: 078-0150-B (TS)

www.pinellascounty.org



BID SUBMITTAL IS DUE: JANUARY 29, 2008@ 3:00 P.M. AND
MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER SUCH DATE AND TIME

DEADLINE FOR WRITTEN QUESTIONS: January 16, 2008 by 3:00
P.M. MUST BE SUBMITTED TO Tim Shoby, CPPO/CPPB AT
tshoby@co.pinellas.fl.us

PHONE: 727-464-3311 FAX 727/464-3925

ISSUE DATE

January 4, 2008

COMMISSIONERS

RONNIE DUNCAN - CHAIRMAN
ROBERT B. STEWART - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.


JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing

SECTION A

GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

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

SECTION A - GENERAL CONDITIONS - CONTINUED

2. DESCRIPTION OF SUPPLIES:

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

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten day period expires.**8. AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

SECTION A - GENERAL CONDITIONS - CONTINUED

9. **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.

10. **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.

11. **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.

12. **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".

13. **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.

14. **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. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.

15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.

16. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.

17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.

18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.

SECTION A - GENERAL CONDITIONS - CONTINUED

19. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b. The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

21. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

24. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

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

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

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 scrape 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 - CONTINUED

25. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

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

27. **CANCELLATION:**

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

28. **BIDDER CAPABILITY/REFERENCES:** Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)

29. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

30. **MATERIAL QUALITY:** All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

31. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.

32. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

SECTION A - GENERAL CONDITIONS - CONTINUED

33. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.
38. **PROTEST PROCEDURE:**
As per Section 2-162 of County Code
1.
 - (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.
 - (b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
 - (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

SECTION A - GENERAL CONDITIONS - CONTINUED

PROTEST PROCEDURE - Continued

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

39. INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

40. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B SPECIAL CONDITIONS

Bid Title: INSTRUMENTATION, CONTROL & MONITORING SYSTEMS REPAIR, MAINTENANCE, AND TRAINING SERVICES

Bid Number: 078-0150-B (TS)

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for the annual requirements of Instrumentation, Control & Monitoring Systems, Repair, Maintenance, and Training Services, to order as and when required.
2. **AWARD:** This contract may be awarded to a primary and secondary contractor. The lowest and best bidder will be considered the *primary* CONTRACTOR, and all orders will first be directed to them. The second lowest and best bidder will be considered the *secondary* CONTRACTOR. Orders which can not be handled by the *primary* within a reasonable length of time will then be directed to the *secondary*. Under emergency conditions, if neither CONTRACTOR can fill an order, the County reserves the right to purchase on the open market.
3. **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.
4. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of twenty-four (24) months from the date of contract award and any extension thereof. Prices for Original Equipment Manufacturer (OEM) parts shall offer a discount from the manufacturer's list. Discount off manufacturer's list shall remain constant during the duration of the contract.
5. **OPTION OF RENEWAL:**
The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for two (2) additional twelve (12) month periods beyond the primary contract period. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to renewal, or 5 % -- percent, whichever is less. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.
6. **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.
7. **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
8. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

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

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

SECTION D -VENDOR REFERENCES

Bid Title: INSTRUMENTATION, CONTROL & MONITORING SYSTEMS REPAIR, MAINTENANCE, AND TRAINING SERVICES

Bid Number: 078-0150-B (TS)

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

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

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

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

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

1.
 COMPANY: _____
 ADDRESS: _____
 TELEPHONE/FAX: _____
 CONTACT: _____
 COMPANY EMAIL ADDRESS: _____

2.
 COMPANY: _____
 ADDRESS: _____
 TELEPHONE/FAX: _____
 CONTACT: _____
 COMPANY EMAIL ADDRESS: _____

3.
 COMPANY: _____
 ADDRESS: _____
 TELEPHONE/FAX: _____
 CONTACT: _____
 COMPANY EMAIL ADDRESS: _____

4.
 COMPANY: _____
 ADDRESS: _____
 TELEPHONE/FAX: _____
 CONTACT: _____
 COMPANY EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS

Bid Title: INSTRUMENTATION, CONTROL & MONITORING SYSTEMS REPAIR, MAINTENANCE, AND TRAINING SERVICES

Bid Number: 078-0150-B (TS)

INTENT

It is the intent of Pinellas County to obtain a contract to provide onsite qualified technical assistance to troubleshoot and repair all Instrumentation, Control and Monitoring systems at the specified locations below. The Contract shall include all labor and test equipment necessary to provide emergency repairs. Onsite technical training (including shadowing) of County personnel in the skills and knowledge required to perform these troubleshooting and repair tasks is also included in this contract. Upon completion of each assignment, a meeting will be held with County personnel to provide an update on all repairs made to the process control systems. All work covered under this contract shall be performed in accordance with Instrumentation, Systems and Automation Society of America and Institute of Electrical and Electronic Engineering Standards.

1. GENERAL

The bidders are advised to visit each location, compare the specification with the service to be done and acquaint themselves with all conditions. Failure to do so will in no way relieve the successful vendor from the necessity of furnishing any materials or performing any work that may be required to carry out the contract.

LOCATIONS:

Contact: Paul Knapp 727-582-7000 at South Cross Bayou WRF:

South Cross Bayou WRF	7401 54 th Avenue, St Petersburg, FL
Logan Station Pump Station	1620 Ridge Road Largo, FL
McKay Creek Repump Station	14800 118 th Avenue N Largo, FL
Pump Station 016	10548 Park Blvd, Seminole FL
St Pete Beach RCW Booster Station	7571 Boca Ciega Drive, St. Pete Beach, FL
Tierra Verde RCW Booster Station	1015 Madonna Blvd. Tierra Verde, FL.
Pump Station 163 Madeira Beach	150th Avenue, Madeira Beach, FL
Belleair Pump Station	1075 Ponce De Leon Drive, Belleair, FL
Fat Oil Grease Pump Station	11500 28 th Street, St Petersburg, FL

Contact: Dennis Janovsky 727-453-6980 at Keller WTP:

Keller WTP	3655 Keller Circle Tarpon Springs, FL
North Booster	27707 U.S. 19 Clearwater FL
Oakhurst	11323 74 th , Avenue. Seminole, FL
Gulf beach	4501 Gulf Blvd, St. Pete Beach, FL
Ft. Desoto	3500 Pinellas Bayway, Ft De Soto (water tank)
Maderia	201 150 Avenue N., Maderia Beach, FL
Capri	12050 2 nd Street. E. Treasure Island, FL
Clearwater RCW Pump Station	3100 Tampa Road, Oldsmar, FL

Contact: Jim Fletcher 727 453-6744 at W.E. Dunn WRF
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W.E. Dunn WRF	4111-Dunn Drive Palm Harbor, Fl
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SECTION E – SPECIFICATIONS - CONTINUED**2. SCOPE OF SERVICES**

- a. Contractor shall provide emergency repair services of the designated process control systems.
- b. Contractor shall repair or replace failed Programmable Logic Control (PLC) hardware, PLC software and other instrumentation equipment or devices.
- c. Contractor will advise and recommend to the County the availability of applicable hardware upgrades.
- d. Contractor should make the County aware of any operational software upgrades which are available and provide installation and configuration services if requested by the County. (County may elect to provide the software).
- e. Contractor shall provide services to add or modify the instrumentation, control and monitoring systems and WonderWare™ software at the applications level under the direction and with the assistance of the County's Supervisory Control and Data Acquisition (SCADA) Technical Services group. This would include configuration of the system for the addition of new PLC's as well as addition or modification of Input/ Output points of existing hardware.
- f. Contractor shall provide services to troubleshoot, and repair process instrumentation such as tank level transmitters, pressure transmitters, flow meters etc. as directed by the County. Instruments shall be calibrated to applicable Instrument Society of America Standards.
- g. Contractor shall provide assistance to the County with recovery of the Instrumentation, Control and Monitoring systems following outages due to computer hardware/software failures, PLC component /software failures, due to vandalism, floods etc.
- h. Contractor shall provide the labor and technical expertise required to assist the County with modifications to existing instrumentation, control and monitoring systems. Services to include installation and startup of new PLC's, new process instrumentation such as tank level transmitters, pressure transmitters, flow meters etc., new process monitors, modems or other communication equipment.
- i. Contractor shall provide telephone or onsite software support as necessary. Contractor will provide a 24 hour emergency number for county personnel.
- j. All changes made to the existing instrumentation, control and monitoring systems shall be documented. Wherever necessary the contractor shall update all blueprints written documentation, program and hardware changes. The contractor shall provide an electronic copy in *pdf* or *ipdf* file format as applicable, to the County's SCADA Technical Services group and 3 hardcopies of these revised documents shall be provided to the respective facility manager.
- k. The contractor shall provide onsite training (see Training Section for details)
- l. Contractor shall provide a written service report, at no extra cost, detailing all work performed and conduct a debriefing meeting with appropriate County personnel (including, but not limited to the respective facility Plant Manager, Plant Superintendent, or Plant Maintenance Supervisor), at the conclusion of each service call.
- m. Contractor shall provide a list price of parts at the time of contract award and whenever there is an update.

3. METHOD OF PAYMENT

Contractor is to be paid on the basis of time and materials. Material is defined as items and parts which become a component of the structure on which work is performed.

SECTION E – SPECIFICATIONS - CONTINUED**4. BIDDER QUALIFICATIONS**

The Contractor shall have applicable experience with comparable instrumentation, control and monitoring systems. The contractor shall review all pertinent site documentation related to the instrumentation, control and monitoring systems and provide written understanding of such. The contractor must have a local service center, within two (2) hours of driving time, with qualified field technicians capable of troubleshooting and repair of Instrumentation, Control and Monitoring systems.

Contractor shall provide, with their bid submission, a written statement of qualifications and experience (Company and staff) which documents their ability to perform the contracted scope of work.

5. SIGN IN/SIGN OUT LOG

The contractor shall be required to sign in and out in a Log Book provided by Pinellas County upon commencement or termination of work.

6. JOB ESTIMATE

Since this is a time and material contract, the Contractor shall provide a detailed job estimate on each project with a not to exceed price which will be evaluated by the County staff for reasonableness of cost prior to authorization and commencement of the work to be done. On large projects, the contractor shall inspect the project and submit an estimate of hours and personnel needed to complete the job. The County may elect to obtain other quotes should the estimate exceed the County's budget and expectation of reasonableness in the Contractor's cost estimate.

7. WORK ORDER

A Purchase Order (PO) and a Work Management System, identified as MAXIMO Work Order shall initiate and authorize the start of a job. The PO and the MAXIMO Work Order will include as information: location, the name of the contractor, the service technician in charge of the work, the date of service, time spent on the job, parts replaced, materials used, and legible signatures of the contractor for monitoring purposes by the County.

8. INVOICES

Separate invoices will be submitted for each location in a form which will, at a minimum, clearly identify each facility and its location, the equipment serviced during the visit, the hourly rate, purchase order number, and MAXIMO work order number. Invoices will be submitted to the attention of designated Contract Administrator.

9. PERSONNEL

Personnel used to complete the work specified herein shall have the proper training and factory certification to perform the requirements, and shall be able to produce verification of proper training and factory certification upon request by the County. Pinellas County may halt the work performance of a service technician if there exists reasons to believe that the service technician is not qualified to perform the activity. The County has the right to request a new service technician to perform the work prescribed under this contract.

10. PERFORMANCE

The County's Contract Administrator (Terry Filides 727-582-2320) shall monitor the contract to ensure that the Contractor performs and completes all work within a timeframe for completion determined at the start of the work. Should the Contractor fail to perform within this time the County may consider this a breach of contract.

11. REPAIR SERVICE RESPONSE

County service calls may be made on a 24 hour per day, 7 day per week basis. Critical calls shall be responded to within two (2) hours and service initiated. The vendor will respond to calls logged as non-critical within eight hours.

Pinellas County's normal business hours are 7:00 am to 3:30pm Monday through Friday. After hours services will be from 3:31pm through 7:00 am Monday through Friday and all weekends and County recognized holidays.

SECTION E – SPECIFICATIONS - CONTINUED

12. HOLIDAY SCHEDULE

The following days shall be recognized holidays for the purposes of this contract.

New Year's Day	January 1
Martin Luther Kings Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
	Friday after Thanksgiving
Christmas Day	December 25

13 TRAINING

The contractor shall be able to provide formal classroom onsite training to the appointed staff each year this contract is in force. The assistance shall include general operation, programming of PLCs, as requested by the Owner, implementation of control and process automation equipment, alarm, and measurement strategies and logic to accomplish desired additional functionality, and other technical support requested by Owners staff (related to supported equipment). The contractor will provide training on equipment and manufacturer specified by Pinellas County staff.

The training shall be delivered as requested and or required by the county.

ADDITIONAL TRAINING REQUIREMENTS

- a. Training sessions shall be carefully planned and conducted with adequate instructional materials. Instructors shall be qualified personnel. Pinellas County Utilities reserves the right to review and approve instructors based on their qualifications and background.
- b. As new hardware, software, or process control upgrades become available, contractor will notify Pinellas County Utilities, and if approved, will perform such upgrades and provide the necessary training.
- d. It is the responsibility of the vendor to contact the designated site representatives for scheduling all on-site activities. Pinellas County will require a minimum of two weeks advance notification to assure the availability of equipment and staff for training.

14. WARRANTY

All repairs and services shall be warranted for 30 days. Any unit, which has a subsequent failure within this time frame, shall be re-inspected and repaired at no charge to Pinellas County.

15. REPAIR / REPLACEMENT PARTS

As part of the service agreement, all repair or replacement parts supplied shall be new, first quality products meeting original equipment manufacturer (OEM) specifications. Upgrade of original OEM equipment shall be evaluated at time of repair.

16. ADDITIONAL REQUIREMENTS:

- a. The County will provide its own personnel to perform equipment calibrations except in unusual situations when the contractor's service may be necessary.
- b. If there are questions when a repair call is considered critical, the County's Site Supervisor will make the decision as to whether the call is critical or not.

SECTION F - BID SUMMARY

Bid Title: INSTRUMENTATION, CONTROL & MONITORING SYSTEMS REPAIR, MAINTENANCE, AND TRAINING SERVICES
 Bid Number: 078-0150-B (TS)

Description	Quantity	Unit of Measure	Total Cost (Inclusive of All Costs)
Training	48	Hour	\$
Training	6	Day	\$
Service / Repair Technician	400	Hour	\$
Engineer	100	Hour	\$
Calibration	100	Hour	\$
Programming	300	Hour	\$
Panel Fabrication/ Construction	50	Hour	\$
TOTAL			\$

GENERAL INFORMATION THAT WILL NOT BE FACTORED IN THE BID SUMMARY:

Unspecified work is not a guarantee to be needed during the contract and will be ordered and authorized solely at the discretion of the County.

UNSPECIFIED WORK FOR ADDITIONAL REPLACEMENT PARTS AND REPAIRS \$ 50,000.00

Discount from MSRP for Parts: _____ %

Sign below to acknowledge that a site visit was performed at each location prior to bid submittal.

X _____

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

SECTION F - BID SUMMARY - CONTINUED
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NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE 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.

PAYMENT TERMS: _____% _____ DAYS,
NET _____

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

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

*REMIT TO NAME (AS SHOWN ON INVOICE)

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED
TO SIGN THIS BID FOR THE BIDDER.

BIDDER ADDRESS

AUTHORIZED SIGNATURE

CITY STATE ZIP

PRINT NAME AND TITLE

TELEPHONE FAX

DATE: _____

FEDERAL EMPLOYEE ID NO. (FEIN)

COMPANY EMAIL ADDRESS:
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

E-MAIL ADDRESS:
(ACCOUNT REPRESENTATIVE)

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	
TAXPAYER ID & CERTIFICATION W9	

<p>Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see www.sunbiz.org website for this division. It is essential for you to fill out the W9 on the next page and return it with your bid. Thank you.</p>

SECTION G - ADDENDUM ACKNOWLEDGMENT FORM

Bid Title: INSTRUMENTATION, CONTROL & MONITORING SYSTEMS REPAIR, MAINTENANCE, AND TRAINING SERVICES

Bid No: 078-0150-B (TS)

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

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
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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, 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. 078-0150-B (TS) for **INSTRUMENTATION, CONTROL & MONITORING SYSTEMS REPAIR, MAINTENANCE, AND TRAINING SERVICES**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____