

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

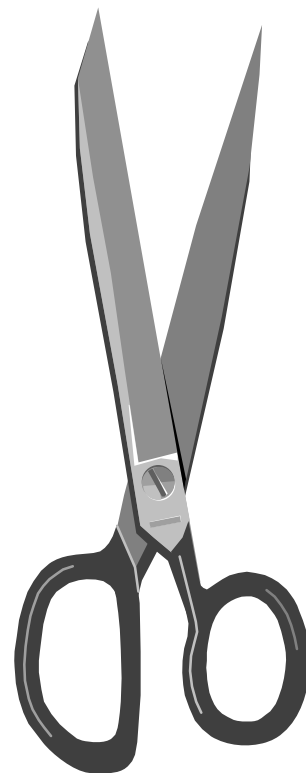
SEALED BID NO.: 078-0297-B (MW)

BID TITLE: **Painting Services-Exterior & Infrastructure Countywide**

DUE DATE/TIME: **June 19, 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.

**SUBMIT
BID TO:**

Pinellas County Board of County Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

INVITATION TO BID

**PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID TITLE: PAINTING SERVICES-EXTERIOR & INFRASTRUCTURE COUNTYWIDE

BID NO.: 078-0297-B (MW)

www.pinellascounty.org



BID SUBMITTAL IS DUE: June 19, 2008 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS AFTER SUCH DATE AND TIME

ISSUE DATE

DEADLINE FOR WRITTEN QUESTIONS: June 3, 2008 by 3:00 P.M. MUST BE SUBMITTED TO MICHAEL WILSON AT mwilson@co.pinellas.fl.us

May 16, 2008

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

COMMISSIONERS

ROBERT B. STEWART - CHAIRMAN
CALVIN D. HARRIS - VICE CHAIRMAN
RONNIE DUNCAN
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.

Candy Mancuso
JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing *for JL*

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. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. **PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 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 CONDITIONSBid Title: **PAINTING SERVICES-EXTERIOR & INFRASTRUCTURE COUNTYWIDE**Bid Number: **078-0297-B (MW)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Exterior and Infrastructure Painting Services for various County Departments**, as and when required. Estimated start date of contract is August 26, 2008.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of twenty-four (24) months from the date of contract award and any extension thereof.
4. **OPTION OF RENEWAL:** The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for three (3) 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 five percent (5%), 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.

5. **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.
6. **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.
7. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) **\$500,000.00** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS CONTINUED

- 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: **PAINTING SERVICES-EXTERIOR & INFRASTRUCTURE COUNTYWIDE**
Bid Number: **078-0297-B (MW)**

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: **PAINTING SERVICES-EXTERIOR & INFRASTRUCTURE COUNTYWIDE**
 Bid Number: **078-0297-B (MW)**

PART I

1.01 SCOPE:

- A. The purpose of this bid is to select one vendor for exterior and infrastructure painting services. As stated in the specifications, the majority of the work will require the application of two (2) coats of paint. However, the County could have exterior painting that requires a variety of painting services. The County cannot determine at this time, the buildings or the type of painting services that will be required.
- B. Preparing the site for painting is a condition of the contract where cost cannot be pre-determined. Some jobs may require extensive preparation while other jobs will not. Site preparation will be determined on a per job basis. The Bid Summary Sheet requires that the cost of site preparation be listed **per man-hour**. The number of man-hours listed on the Bid Summary Sheet is an estimate to the best of the County's ability, to determine the total requirements for the initial contract term of twenty-four (24) months.
- C. Portal to portal travel time will be at the Contractor's expense to any County location.
- D. Materials will be charged to the County at cost. At the request of the project coordinator, the Contractor will provide copies of invoices for materials as confirmation.
- E. Paint and finish exposed surfaces using the combination of materials listed, as specified herein, or other materials needed for a complete and proper application.
- F. "Paint", as used herein, means coating system materials including: primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as a prime, intermediate, or finish coat.

PART II

2.01 GENERAL REQUIREMENTS:

- A. Only licensed contractors, holding a valid license issued in their own name by the Pinellas County Licensing Board, are considered qualified to bid on this project. A copy of the business license should be provided with the bid submittal.
- B. Painting contractor shall submit a "Partial Waiver of Lien" from the paint supplier prior to each draw and a full "waiver of Lien" prior to final payment to render the project free of any liens.
- C. Painting contractor shall abide by all Federal, State, and County Safety and Security rules.

2.02 GENERAL CONDITIONS:

- A. Painting contractor shall furnish all skilled labor, materials, tools, and equipment required for, but not limited to, the cartage, unloading, storage, surface preparation and application as specified herein. All skilled labor shall be familiar with and trained to do this type of work and shall be qualified to operate or use any and all equipment and rigging needed to accomplish all work.
- B. Painting contractor is responsible for reviewing all work to be accomplished with a Pinellas County representative to preclude misunderstandings. This should occur, but is not limited to, at the time of initial estimation of each individual project, during the project and upon completion of said project.
- C. The contractor shall maintain an agreed upon work schedule, allowing for reasonable delays caused by weather conditions.
- D. Painting contractor shall be responsible for requesting clarification when instruction is lacking, conflicts occur in the specifications and/or paint manufacturer's literature, or when the procedure specified is not clearly understood.

SECTION E - SPECIFICATIONS**2.03 WORKMANSHIP AND APPLICATION CONDITIONS:**

- A. Paint only in dry weather when temperature is 50 degrees Fahrenheit or higher. Stop exterior work early to permit paint film to set up before condensation caused by night temperature drops occur. Do not begin painting until surfaces are moisture free.
- B. Do not varnish or enamel in direct sunlight.
- C. Keep paint at room temperature.
- D. The painting contractor shall be responsible for avoiding surface and intercoat and contamination. Sweep dust, dirt and debris away before painting. In the event surfaces are damaged or contaminated they shall be cleaned and recoated at the contractor's expense. Recoating time as specified by the manufacturer's printed instructions shall be adhered to.
- E. Paint only dry wood (less than 15% moisture). Cementitious substrate moisture content must not exceed 25% prior to coating application. Do not apply any paint/sealer in rain, fog, mist, damp or wet surface, or when the relative humidity exceeds 85%.
- F. All application tools and equipment shall be in good working order suitable for proper application and meet all OSHA safety standards.
- G. Any structure, shrubbery, equipment, outside carpeting and sprinkler systems shall be fully protected against damage during each stage of the painting project.
- H. All exterior substrates designated not to receive paint coatings shall be kept free of paint residue. e.g. windows, outdoor carpeting foliage etc.
- I. Owner will provide water and electricity from existing facilities. Contractor shall make and pay for modifications of either system to accommodate contract needs and shall restore both systems to original condition.
- J. Normal safety signs, necessary lighting and temporary fencing around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Painting materials must be secured in accordance with OSHA regulations when not in use.
- K. All applications shall comply with manufacturer's specifications.

2.04 DELIVERY OF MATERIALS:

- A. All materials used pursuant to these specifications shall be delivered to the jobsite in original, sealed factory containers and shall bear proper factory labeling including batch number and color number.
- B. All containers shall have manufacturer's instructions as part of the labeling requirement.
- C. All deliveries shall be the sole responsibility of the painting contractor to coordinate. Painting contractor must notify Pinellas County of incoming deliveries, as all delivery personnel are required to stop at the main office.
- D. The painting contractor shall confine his apparatus, materials storage and operations of his workers to limits indicated by Pinellas County's representative. All materials used on the job shall be stored in a single place designated by the representative. Such storage shall be kept clean, and painting contractor shall be liable for damage to surrounding areas.

SECTION E – SPECIFICATIONS CONTINUED**DELIVERY OF MATERIALS - CONTINUED:**

- E. Inflammable material and/or fire hazard waste shall be stored, handled and used in an approved manner and shall be removed from the site daily.
- F. The contractor will provide the County a copy of Material Safety Data Sheets for each product to be used on each job. The contractor's employees will always maintain a copy of the MSDS at the work site.

2.05 ESTABLISHMENT OF COLORS:

- A. Colors will be selected from approved paint manufacturer's color palette system unless otherwise specified. Painting contractor must provide the sample colors based on discussion with Pinellas County on color schemes.
- B. Color schedules shall be furnished to the painting contractor at the earliest possible time and/or prior to the application of prime coats.
- C. Pigmented prime coats may be tinted to approximate shade of the final coat. Some contrast is required.
- D. Painting contractor shall apply a 5' x 5' section of the selected color to the building allowing 24-48 hours dry time to ensure proper color development. This sample will be approved by Pinellas County's representative prior to continuance of the job.

2.06 SURFACE PREPARATION

- A. Each surface shall be cleaned and prepared as specified. Should any surface be found unsuitable to produce a proper paint or sealant finish, the project representative shall be notified in writing and no material shall be applied until the unsuitable surfaces have been made satisfactory.
- B. Proper adhesion is vital to the success of the paint or coating system. Proper adhesion is dependent upon the quality of the substrate to which the new coating system is being applied. For proper adhesion, all surfaces to be coated must be cleaned and free from, but not limited to, rust, dirt, mildew, mold, algae, grease, oil, peeling, loose, and/or powdery chalky residues that can inhibit bonding and adhesion. Deterioration must be removed with a combination of solvent or detergent washing, hand or power tool cleaning, to bring back to an acceptable surface. Glossy areas of sound previous coating need not be removed but should be mechanically abraded or chemically treated to create a surface profile that increases coating adhesion.
- C. Pressure clean all exterior surfaces to be coated with a solution of 10% sodium hypochlorite (chlorine) and 90% water at no less than 3500 psi. To achieve the proper chlorine/water mixture, the use of a factory pre-set 10:1 ratio chemical injector that attaches to the pressure washer is recommended. This injector siphons pure chlorine (sodium hypochlorite) from the container and eliminates the need for mixing and reduces the chance of error.
- D. Proper pressure cleaning is vital, and in some instances, a stronger solution of chlorine, up to as much as 50% may be required for proper mildew removal.
- E. Should old coatings begin to peel off, additional removal techniques may be necessary to achieve a solid substrate including higher pressure washing, scraping, wire brushing or ultimately, wet or dry sand blasting may be needed.
- F. Protect foliage from chlorine contamination. Should the chlorine solution strike unprotected plants, rinse the plants as soon as possible with plain water.
- G. On some buildings where elastomeric coatings were previously used, tests should be made with a scrapper to assure proper adhesion. If proper surface preparation underneath the elastomeric coating was not properly done, the elastomeric should be peeled off with at least 3000 psi and with hand methods as necessary.
- H. Verify that all substrate conditions are ready to receive work.

SECTION E – SPECIFICATIONS CONTINUED**SURFACE PREPARATION – CONTINUED:**

- I. Remove or mask electrical plates, nomenclature plates, hardware, trim or fittings prior to preparing surfaces or finishing. All items removed must be replaced to their original condition or better, prior to removal.
- J. Examine the areas and conditions under which work will be performed. Correct conditions detrimental to timely and proper completion of the work, to include but not limited to the repair of holes, cracks, chips, rips, dings, etc. Do not proceed until unsatisfactory conditions are corrected.
- K. Occasionally, the painting contractor's cleaning technique develops or reveals and unforeseen condition that may require additional labor and materials. The contractor must either renegotiate his contract or assume responsibility for properly correcting the condition.
- L. As special contingencies can arise, it is the painting contractor's responsibility to notify the paint supplier in any cases where the surface requires special preparation beyond which is called for in this specification.

2.07 RUST

- A. Rust can be a severe and reoccurring problem. Proper heavy millage and pinhole free installation are key to retarding rust.

Rust particles in stucco:

- B. In areas of rust run down from small embedded iron particles in stucco, chip out the spots as best possible to remove the source of the rusting. The remaining rust stains should be sealed to prevent bleed through with Scott Hydron Industrial Acrylic Metal Protective Primer or #931 Encapsulon Industrial Surface Tolerant Epoxy Mastic Primer or approved equal.

Exposed rusted rebar:

- C. In those areas with exposed rusted rebar, it must be determined if sufficient structural damage has occurred to warrant concrete restoration. If that is the case, separate specification should be written for the proper restoration of the spalled, cracked stucco that occurred due to the expanding rusted rebar.
- D. In areas of light rust bleed through from slightly exposed rebar, the rebar shall be wire brushed thoroughly and spot primed with a coat of #941 Scott Rust-Blok Alkyd Metal Primer or approved equal.

Exposed metal surfaces:

- E. All exposed metal having rusted areas will be hand tooled and/or mechanically abraded back to a bright metal finish. These areas will then be treated with OSPHO or approved equal, primed and painted according to material schedule.

2.08 CAULKING REMOVAL:

- A. All construction joints, expansion joints, inside angles or changes of direction, junctions of dissimilar materials (such as wood to stucco, metal to stucco, etc.), through wall penetrations (such as pipes, conduit, anchor bolts, etc.), window, all 90 degree angles on the top-side of all window sills, junction of the metal cap where one piece overlaps another, door, and slab joints shall be carefully inspected for caulking deterioration, loss of adhesion, cracking, etc.
- B. Failing caulk shall be removed thoroughly and the area cleaned with VM & P Naphtha or another appropriate solvent. (Do not use mineral spirits or turpentine.) Once caulk is removed and the void cleaned to a sound substrate, apply primer/sealer prior to installation of sealant.
- C. Areas listed above that currently have no existing sealant are to be cleaned to a sound substrate, and caulked with an alkyd based one component polyurethane sealant.

SECTION E – SPECIFICATIONS CONTINUED**CAULKING REMOVAL - CONTINUED:**

- D. All areas being caulked are to be prepared as directed on the sealant product data sheets. Install Backer-Rod or Bond-Breaker Tape as instructed.
- E. Painting contractor is to make every effort possible to reduce the “open time” of prepared joints to receive sealant. Extended periods of prepared but unsealed joints will increase the chances of severe water intrusion.

2.09 STATIC CRACK REPAIR:

- A. All static cracks (not to exceed 1/32” x 1/32”) shall be cleaned out and opened to a “V” configuration.
- B. Fill all prepared static cracks with Plastiflex™ #5100, #5200, or #5300 Patch or Caulking material to match the existing texture as closely as possible.

2.10 DYNAMIC CRACK REPAIR:

- A. All dynamic cracks (cracks larger than 1/32” x 1/32”) shall be cut with an electric saw to a minimum of 1/4” x 1/4”.
- B. All dynamic cracks shall be packed with the appropriate size backer rod or bond breaker tape.
- C. All dynamic cracks shall be caulked with Scott #5500 Plastiflex™ Elastomeric Acrylic Urethane Caulk and/or an alkyd based single component urethane caulk and properly tooled to blend.
- D. In some areas, seepage from walls is evident. In order to prevent coatings from disbanding, seepage must be cleaned. Once surface seepage is cleaned, rout these areas and use a hydraulic cement mixture to blend with surrounding surfaces. Allow product to cure prior to applying paint products.

2.11 EXTERIOR EXPOSED WOOD:

- A. Painted wood surfaces shall be carefully inspected for evidence of deterioration or surface imperfections. Any imperfections shall be repaired (i.e. sandpaper any hard, glossy surface to ensure proper adhesion; fill nail holes, imperfections and cracks with putty; edges, corners and raised grain shall be eased by sanding). Owner shall be notified of any wood replacement needed.
- B. All rusted nail heads, screws and/or bolts, shall be treated with a phosphoric acid based solution (Ospho), counter-sunk and puttied with an oil based putty or spot-primed to prevent further bleeding.

2.12 STUCCO REPAIR:

- A. Areas of loose or hollow sounding stucco shall be chipped out and replaced with new stucco and a bonding agent or with Plastiflex™ Elastomeric Patching Compound #5100, #5200, or #5300. Care should be taken to match the original texture of the stucco as closely as possible.

2.13 PRIMING & SEALING:

- A. All areas that have been properly pressure cleaned and surface prepared shall receive the appropriate primer or sealer as listed in the specifications.
- B. Primers and sealers should be applied exactly as specified on the data sheet or product label and shall only be thinned where indicated.

SECTION E – SPECIFICATIONS CONTINUED**PRIMING & SEALING - CONTINUED:**

- C. Do not prime or seal areas that are damp or wet and when rain is imminent. The use of a moisture meter is recommended when surfaces are of questionable moisture content.
- D. Use finish coat materials that are compatible with the prime coats actually used.
- E. Provide barrier coats over non-compatible primers or remove the primer and re-prime as necessary.

2.14 INSPECTIONS, SAMPLES AND JOB STANDARDS:

- A. A sample area showing each phase of work shall be applied in a “stepped out” fashion and checked by the project representative. Upon acceptance, this will serve as the job standard for the remainder of that phase of work. This will also prevent misunderstanding as to the interpretation of this specification’s standards.
- B. The painting contractor shall advise the project representative with enough lead time prior to beginning each phase of work in order for the inspection not to cause a delay of work to the painting contractor.
- C. Dry film thickness will be checked with a properly calibrated Nordson Mikrotest Dry Film Thickness Gauge or by other specified approved instruments.
- D. A progress schedule shall be furnished by the painting contractor for approval and shall be based on the contract completion date. Painting contractor shall advise the County representative of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the owner to prepare for the work, advise employees, move vehicles, etc.

2.15 CLEAN UP:

- A. All buildings and grounds shall be left in the same state of cleanliness as was found before job commencement.
- B. Any areas of paint over-spray, drips, spills, etc. shall be the responsibility of the painting contractor to remove.
- C. At the end of the day, properly dispose of all materials including cloths and waste materials, which have been used in preparation and application of paint. Under no circumstances shall the painting contractor empty his waste in the dumpster, plumbing fixtures, drains, or cleanout of the plumbing systems of the building. Wash up of equipment over storm drains is not permitted.

2.16 WARRANTY:

- A. The painting contractor shall guarantee all work against defective workmanship and materials for a period of 7 years. Coated areas, which show evidence of premature failure, shall be removed by a suitable means and the entire coating system reapplied at the contractor’s expense.

SECTION E – SPECIFICATIONS CONTINUED**2.17 APPLICATION:**

- A. Materials shall be applied evenly and free of, but not limited to, runs, sags, pinholes or lap marks.
- B. Only the manufacturer's thinners may be used to thin the respective products and in amounts prescribed.
- C. Execute work in accordance with label directions. Coating applications shall be made in strict conformance to this specification and to the manufacturer's paint instructions on the labels and product data sheet.
- D. All materials utilized shall be approved by Pinellas County representatives prior to usage.
- E. Where there are no compatible same manufacturer systems, the Contractor shall submit his requested manufacturer's data to the County's representative for approval.
- F. It will be the contractor's responsibility to own and use a wet film thickness gauge to check his application thickness as he proceeds. This method checked against the volume solids and coverage rates is the best guide in determining what the dry film thickness will be.
- G. Upon completion of the work of this section, deliver to the County representative a written list of each color, type, formula, and gloss of the paint used and location where it was used.
- H. The painting contractor shall provide the County representative with one gallon of each product of finish coat colors only. Each gallon container shall be new and unopened and properly identified as to type, color, and where used.

SECTION E – SPECIFICATIONS CONTINUED

Exterior stucco and masonry vertical wall surfaces:				
Scott Paint materials or approved equals				
		Theo spread Rate* (at 1.0 mil DFT)	Theo.Wet film thickness	Theo dry Film thickness
First coat:	Scott #690 Aquaseal Latex Surface Conditioner Clear	546	3.0	.05
	OR			
	Scott #692 Aquaseal Latex Surface Conditioner White	418	3.8	1.0
Second coat:	Scott #420 Ultra 100% Acrylic Velvet Super Coat	543	5.9	2.0
Total system dry film thickness				2.5 MILS
Exterior ferrous metal piping:				
First coat:	Scott #931 Encapsulon Surface Tolerant Epoxy Mastic Primer	150	9.0	6.0
Second coat:	Scott #7500 Scott Thane Acrylic Urethane Enamel	732	4.4	2.0
	OR			
	Scott #430 Ultra 100% Acrylic Semi-Gloss Supercoat	543	5.9	2.0
Total system dry film thickness				8.0 MILS
Exterior stucco textured walls:				
First coat:	Scott #690 Aquaseal Latex Surface Conditioner Clear	546	3.0	.05
	OR			
	Scott #692 Aquaseal Latex Surface Conditioner White	418	3.8	1.0
Second coat:	Spot prime cracks with Scott #5200 Pastiflex™ elastomeric Patching Compound	N/A	N/A	N/A
Third coat	Scott #420 Ultra 100% Acrylic Velvet Supercoat	543	5.9	2.0
Total system dry film thickness				2.5 MILS
Exterior waterproofing / sealing				
First coat:	Allpro, All-Seal waterproofing sealer – or approved equals.			
Second coat:	Allpro, All-Seal waterproofing sealer – or approved equals.			

2.18 WORK ORDER:

A. Services will be performed on a per job basis. The contractor will be required to submit a written work order to the project coordinator for approval prior to the start of any job. **The written work order must list the following information at a minimum:**

1. Number of square feet to be painted
2. Site preparation man hours.
3. Pressure washing man hours.
4. Start date and time and estimated completion date and time.

SECTION E – SPECIFICATIONS CONTINUED**PART III****3.01 STANDARDS OF CONDUCT**

- A. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. If the on-site County representative brings unacceptable work and appearance habits of the contractor's employees to the attention of the contractor's on-site representative, corrective action must be immediately taken, or the County representative may direct the contractor to remove the individuals responsible from the premises.

3.02 NON-INTERFERENCE WITH GOVERNMENT BUSINESS

- A. Pinellas County's representative, under whose direction the work shall be performed, shall be consulted as to the manner of starting the work so as to cause a minimum of interference.
- B. The work shall be carried out in such a manner that there will be no interruption to, or interference with the proper execution of Pinellas County business. Verbal interaction between CONTRACTOR'S EMPLOYEES and building occupants shall be kept to a minimum.
- C. All persons employed while at work, and on the premises, shall comply with all building regulations.
- D. The Contractor agrees to alter his work methods, schedules and procedures if the County representative determines that they are detrimental to County operations.
- E. Pinellas County will not accept casual dress or inexperienced labor. Workers clearly demonstrating the inability to work in a professional manner will be dismissed from the job site. All personnel must be in company uniform and carry identification cards or name tags. Workers that are not in compliance will be dismissed from the job site with no compensation to the Contractor.

3.03 FEDERAL, STATE AND LOCAL REGULATIONS

- A. The Contractor will adhere to and meet all OSHA, HAZCOM, Federal, State and Local regulations, and shall be licensed to do business in the County and Cities of Pinellas as an active Painting Contractor.

SECTION F - BID SUMMARY

Bid Title: **PAINTING SERVICES-EXTERIOR & INFRASTRUCTURE COUNTYWIDE**
 Bid Number: **078-0297-B (MW)**

DESCRIPTION	EST QUANTITY 24 MONTHS	UNIT OF MEASURE	UNIT PRICE	TOTAL
Paint Application	175,000	Square Feet	\$	\$
Site Preparation	5,000	Man Hours	\$	\$
Pressure Washing Only	1,000	Man Hours	\$	\$
			Grand Total:	\$

Unspecified materials and services: \$10,000.00

Not to be used to determine award. Items not specifically listed in the Bid Summary Page will be negotiated on an individual basis. The contingency is a reserve set aside by the County and is not an entitlement of the Contractor.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

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 _____

 BIDDER NAME

***REMIT TO NAME (AS SHOWN ON INVOICE)**

 BIDDER ADDRESS

 CITY STATE ZIP

 TELEPHONE FAX

FEDERAL EMPLOYEE ID NO. (FEIN)

 E-MAIL ADDRESS: _____
 (ACCOUNT REPRESENTATIVE)

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

SALES PERSON TO CONTACT AFTER AWARD:

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

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

 AUTHORIZED SIGNATURE

 PRINT NAME AND TITLE

DATE: _____

COMPANY EMAIL ADDRESS: _____
 (REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

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.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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 Other ▶ Exempt from backup
withholding

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

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number								
OR								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

- 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. person (including a U.S. resident alien).

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 ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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. **078-0297-B (MW)** for **Painting Services – Exterior & Infrastructure Countywide**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

**BOARD OF COUNTY
COMMISSIONERS**

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



Joseph Lauro, CPPO/CPPB
Director

DATE ISSUED: June 4, 2008
TO: ALL INTERESTED BIDDERS
INVITATION TO BID: Painting Services – Exterior & Infrastructure Countywide
BID NUMBER: 078-0297-B (MW)
Bid Submittal Due Date: June 19, 2008 @ 3:00 PM

ADDENDUM NO. 1

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

Questions & Responses:

1. Is there a mandatory pre-bid?

County Response: There is no pre-bid meeting for this Invitation To Bid.

2. Is there any bid or performance bond required?

County Response: A Performance Bond requirement is being added via this addendum.

The successful bidder must supply a Performance Bond in the amount of \$20,000.00 prior to execution of the contract or issuance of a Purchase Order. The Performance Bond must be in the form of a Performance Bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to Pinellas County Board of County Commissioners. NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.

3. How many copies do you need when submitting the bid?

County Response: Two copies are required – original and one copy.

4. It is a requirement to have an existing Pinellas county license in order to bid on this job? If so, then you are narrowing down to ONLY Pinellas county license holder can bid on this job as opposed to having a lot more bidders bidding on this.

County Response: The licensing requirements in the Invitation To Bid are the County requirements for this bid.

5. I am aware that the extent of the job has not yet been determined, but is there any area or building that can be investigated as a site visit? Has the county made any other determination since the project has been posted?

County Response: There are numerous County buildings scattered around the County. The work required is subject to the individual facility managers maintenance decisions/budgets. It is unknown at this time which buildings may require work under this contract.

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



6. What are the average heights of the buildings that will get painted? (Example 1 to 3 stories, 1 to 5 stories, 1 to 7 stories, 8 stories or higher)

County Response: Building sizes range from one (1) to eight (8) stories high.

7. How large of a % of the exterior work is required to be done on Saturdays and Sundays, from past contracts?

County Response: Section E page 20 Part III paragraph 3.02 determines the need for work areas that will need to be done on weekends and/or after work hours. Section E page 12 Part II paragraph 2.02 also applies. For example; all public and employee entrance areas.

8. Are we to write a list of all our exclusions for bidding this bid on a separate sheet that will be needed to complete a project, and enclose it with the bid package? For example, height lift equipment when needed who will be responsible? Cost for third coat of paint on the textured stucco, per square foot.

County Response: See term on Page 6 # 33 Exceptions. Should the need arise for unspecified equipment such as a high lift the contractor shall estimate the cost in the project proposal and submit an invoice to be reimbursed at cost at the completion of the project. Supplying all labor, materials, tools and equipment is the contractor's responsibility: Section E – page 12 Part II paragraph 2.02 (A). If a third coat is needed per manufacturer's specifications it shall be added to the proposal as square feet per unit price.

9. Section A.2.c states bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding. Does "with their proposal" when awarded contractor is bidding on a job? Or with this bid package?

County Response: If you are going to use an item other than what is specified in Section (E) then you shall submit the item and its specifications to be evaluated and approved in this bid. All submittals of this nature must be received no later than June 10, 2008. If any requests are received they will be evaluated and a response issued via addendum approximately June 13, 2008. If you plan to bid according to the specifications - no extra submittal is required.

10. Section E.1.01A The County cannot determine at this time, the buildings or the type of painting services that will be required.

County Response: The County has many buildings with many types of exterior finishes – some may need pressure cleaning and sealing – others may need repairs such as removal and replacement of caulking or dynamic crack repairs if the task is for piping at water reclamation facilities or over a lake or under a bridge for example. All will require paint services sooner or later during the contract time – it is hard to determine which ones will have priority. Budget considerations will also come into play.

11. Section E.2.02A Painting contract shall furnish all skilled labor, materials, tools, and equipment required for application and so forth.....A 3-4 story building versus a one story building will require me to rent a high lift. How do I go about covering my back if I am awarded this contract and getting paid for only square feet, site preparations, and pressure washing? How would I get paid for the high lift that this one building might need?

County Response: You shall submit invoice for the lift and you will be reimbursed at cost.

12. Section E.1.01D Materials will be charged to the County at cost. Can you please clarify this?

County Response: The proposal that you submit is based on the contract unit of measurement section (F) only. Materials; paint, caulk, tape etc., no items considered tools; however paint brushes, drop cloths etc. that are used on each job are reimbursable back to you at cost by submitting original purchase invoices for those items at the completion of the job.

13. What is the estimated budget for this bid?

County Response: The estimated budget is \$115,000.00 per year, or \$230,000.00 for the first two years.

14. Can I get a copy of the last bid sheet from the current painting contract?

County Response: The current contract is Exterior / Infrastructure Painting Services 023-465-B. Our bid results website has the winning bid pages and the bid tab:

http://www.pinellascounty.org/purchase/Bid_Results1.htm#E

Please acknowledge receipt of Addendum 1 in Section G (page 23) of the Invitation To Bid, and return the page with your sealed bid. All other specifications, terms and conditions remain the same.

Please review our Current Bids website for published addendums before submitting your sealed bids:

http://www.pinellascounty.org/purchase/Current_Bids1.htm

Sincerely,


Joseph Lauro, CPPO/CPPB
Director of Purchasing

