

**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**

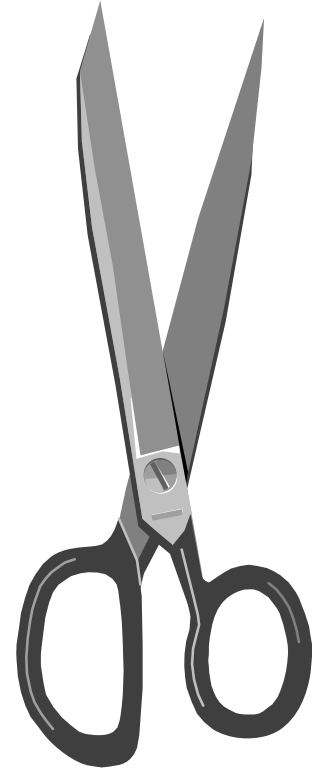
SEALED BID NO.: 078-0382-B (SS)

BID TITLE: **Sweeping Services, Mechanical Street**

DUE DATE/TIME: **September 2, 2008 @ 3:00 P.M.**

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT  
Board of County Commissioners  
Annex Building –6<sup>th</sup> Floor  
400 South Fort Harrison Avenue  
Clearwater, FL 33756



***Please Note:***

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current Bids1.htm) , from which you obtained this bid.

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

<b>SUBMIT TO:</b> PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756		 <h1 style="text-align: center;">INVITATION TO BID</h1>
<b>ISSUE DATE:</b> <b>August 1, 2008</b>		
<b>TITLE: Sweeping Services, Mechanical Street</b>		<b>BID NUMBER:</b> <b>078-0382-B (SS)</b>
<b>SUBMITTAL DUE: September 2, 2008 @ 3:00 P.M.</b> <i>AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.</i>		<b>PRE-BID DATE &amp; LOCATION:</b> A Non-Mandatory pre-bid conference will be held at <b>9:00 AM, August 18, 2008</b> at the Purchasing Department Conference Room, 5 <sup>th</sup> Floor, Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida, 33756
<b>DEADLINE FOR WRITTEN QUESTIONS: August 22, 2008 BY 3:00 P.M.</b>  SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT <a href="mailto:sssteel@pinellascounty.org">sssteel@pinellascounty.org</a> Phone; 727-464-4776 Fax: 727-464-3925		
<b>COMMISSIONERS</b> ROBERT B. STEWART - CHAIRMAN CALVIN D. HARRIS - VICE CHAIRMAN RONNIE DUNCAN SUSAN LATVALA JOHN MORRONI KAREN WILLIAMS SEEL KENNETH T. WELCH	<b>THE MISSION OF PINELLAS COUNTY</b> 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.	 <b>JOSEPH LAURO,</b> <b>CPPO/CPPB</b> Director of Purchasing

**NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE**

**BIDDER MUST COMPLETE THE FOLLOWING**

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS.

PAYMENT TERMS: \_\_\_% \_\_\_ DAYS, NET \_\_\_ \*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ \_\_\_\_\_

BIDDER (COMPANY NAME): \_\_\_\_\_ D/B/A \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY / STATE / ZIP \_\_\_\_\_

COMPANY EMAIL ADDRESS: \_\_\_\_\_

PHN: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

\*REMIT TO NAME: \_\_\_\_\_

(As Shown On Company Invoice)

CONTACT NAME: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

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

**SEE PAGE 22 AND 23 SECTION F FOR BID PRICING SUMMARY**

**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**

## SECTION A - GENERAL CONDITIONS

**1. PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

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

**2. DESCRIPTION OF SUPPLIES:**

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

**3. SUBMISSION OF BID:**

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

**4. REJECTION OF BID:**

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

**5. WITHDRAWAL OF BID:**

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

## SECTION A - GENERAL CONDITIONS - CONTINUED

6. **LATE BID OR MODIFICATIONS:**
- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.
7. **PUBLIC REVIEW AT BID OPENING:** Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records after 10 days from opening, or earlier if an intended decision is reached before the ten day period expires.
8. **BID TABULATION INQUIRIES:**  
Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website ([www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm)) after 10 days to comply with Florida House Bill 1369-03-er amending Florida Statute 119.071(1)(b)1a.
9. **AWARD OF CONTRACT:**
- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.
10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.
12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
13. **COLLUSION:** The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
14. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.

<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
  - b. The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
21. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.
24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**  
Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

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

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

## SECTION A - GENERAL CONDITIONS - CONTINUED

**PROCUREMENT POLICY FOR RECYCLED MATERIALS: (continued)**

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

**DEFINITIONS:**

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

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

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

25. **ASBESTOS MATERIALS:**

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

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

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

27. **CANCELLATION:**

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

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

**SECTION A - GENERAL CONDITIONS - CONTINUED**

29. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
30. **MATERIAL QUALITY:** All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
31. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
32. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.
33. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

## SECTION A - GENERAL CONDITIONS - CONTINUED

38. **PROTEST PROCEDURE:**  
As per Section 2-162 of County Code

1.

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

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

(c) *Requirements to Protest.*

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

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

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

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

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

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

(g) *Review of Purchasing Director's decision.*

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

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

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

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

**SECTION A - GENERAL CONDITIONS - CONTINUED****39. INTEGRITY OF BID DOCUMENTS**

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

**40. PUBLIC EMERGENCIES:**

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

<b>SECTION B SPECIAL CONDITIONS</b>
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**Bid Title: Sweeping Services, Mechanical Street**  
**Bid Number: 078-0382-B (SS)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for ongoing **Mechanical Street Sweeping** Services, as and when required.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of twenty-four (24) months from the date of contract award and any extension thereof.

Fuel:

Fuel prices will be adjustable (increase/decrease) at three (3) months after the date of award and thereafter for the life of the contract based on the average of the CPI Index, All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Transportation, Base Period 1982-84=100 not to exceed Eight Percent (8%) increase in any three (3) month period.

Other:

Other 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, or Four Percent (4%), whichever is less

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 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.

4. **OPTION OF RENEWAL:**  
The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for one (1) additional twelve (24) month periods beyond the primary contract period. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.
5. **NON-MANDATORY PRE-BID CONFERENCE:** A Non-Mandatory pre-bid conference will be held at **9:00 AM, August 18, 2008** at the Purchasing Department Conference Room, 5<sup>th</sup> Floor, Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida. All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid.
6. **PERFORMANCE BOND:**  
The successful bidder must supply a Performance Bond in the amount of **one hundred (100%)** prior to execution of the contract or issuance of a Purchase Order. Performance Bond must be in the form of a bond or a negotiable instrument (cashier's check, certified check, money order, bank draft, irrevocable letter of credit, or trust company treasurer's check). NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED
7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

**SECTION B - SPECIAL CONDITIONS - CONTINUED**

8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract
  
9. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

## SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

**I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
  - (4) **\$500,000** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- 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.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

**SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS****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: Sweeping Services, Mechanical Street  
Bid Number: 078-0382-B (SS)**

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: Sweeping Services, Mechanical Street****Bid Number: 078-0382-B (SS)****1. DESCRIPTION**

The Public Works Operations Department seeks the services of a Vendor to provide ongoing mechanical street sweeping services for arterial and residential roadways. Sweeping services include all labor and equipment and other costs to perform the removal of soil, vegetation and other debris including debris disposal. Cycle areas and frequencies are described in Exhibit C.

Pinellas County currently performs these services utilizing in-house personnel. The total annual combined arterial and residential roadway areas are estimated to be 13,760 curb miles.

**2. QUALIFICATIONS / BID REQUIREMENTS**

A. Qualifications: The below qualifications may be addressed in Section D – References, or provided as a separate attachment to the bid submittal. These qualifications should accompany the bid submittal.

- 1) Possess applicable governmental experience utilizing a mechanical street sweeper, specifically on streets, roads, or highways (excludes parking lots).
- 2) Experience shall be similar in size and scope to the requirements of this contract.
- 3) Include a brief description of work performed under each contract, type of equipment utilized, total annual curb miles of the contract, roadway location, contract duration, contact person, address, e-mail and phone.

B. Bid Requirements: **The below requirements shall accompany the bid submittal.** In the case the bid submittal is incomplete, the Bidder shall have ten (10) calendar days to satisfy this requirement before being deemed non-responsive.

- 1) Bidders should submit Exhibit A - Equipment List, which lists all equipment that will be utilized in the performance of services per Section 4. Include the quantity and type of all equipment, backup equipment, including any dump trucks, roll off containers, etc. Include the make, model and year.

This list shall also contain the repair facility (or mobile service) that would be utilized for servicing the equipment.

- 2) Bidders should submit Exhibit B – Personnel List, which lists all personnel that will be utilized in the performance of services (including licenses held). Include all operators, foremen and/or supervisors, emergency contact person and a designated Vendor Representative who would have authority to act on behalf of the Vendor.
- 3) It will be the bidder's responsibility to inspect the work areas of this contract to become fully informed about the nature and extent of work required prior to bidding. Areas are as identified in Exhibit C.

**3. VENDOR REQUIREMENTS**

- A. The Vendor shall furnish all labor, supervision, manpower, mobilization, materials, vehicles, equipment, insurance, bonds, management, transportation, supplies, debris disposal, water, and any other related costs necessary to complete the services of this contract.
- B. The Vendor shall provide competent, suitable, qualified personnel to perform the work, who shall maintain good discipline and order while at the work sites.

**SECTION E – SPECIFICATIONS - Continued**

- C. All Vendors' personnel utilized in the performance of services for this Contract shall be able to effectively communicate in the English language.
- D. Vendor's equipment shall meet all OSHA and State safety requirements pertaining to this service.
- E. The Vendor shall comply with all applicable Federal, State and local codes and other requirements related to the National Pollutant Discharge Elimination System (NPDES) and dust control.
- F. The Vendor shall prepare and submit a traffic control plan for arterial roadways to the County Representative for approval at the pre-commencement meeting per Section 13.
- G. Vendor shall display the company name and phone number on equipment for citizens to report concerns.
- H. Equipment Inspection: Prior to award of this contract, all equipment that will be utilized by the Vendor (Exhibit A) shall be available for inspection by the County Representative. Equipment the County deems questionable to effectively handle the work of the contract may require the Vendor to demonstrate that equipments effectiveness and working condition. Equipment that does not satisfy the County's during inspection shall be corrected or replaced.
- I. The Vendor shall dispose of debris in accordance with all Federal, State and Local rules and regulations in effect at the time of disposal. The successful Vendor shall disclose the source/method for debris disposal at the pre-commencement meeting.
- J. Vendor shall provide the amount of debris collected and disposed of each month, which shall be shown on the invoice for NPDES purposes. The debris shall be measured in cubic yards or other measure acceptable to the County.
- K. Vendor shall be prepared to start services within fourteen (14) calendar days from the date of the pre-commencement meeting unless another start date is agreeable with both parties.

**4. EQUIPMENT REQUIREMENTS**

- A. The Vendor shall demonstrate to the County that they possess a sufficient supply of street sweepers and other necessary equipment to handle the scope of work of this contract. This equipment is essential in order to meet the quality requirements of Section 9, (also, see Section 2 B requirements).
- B. The equipment shall provide dust control and must be equipped with an operating flashing beacon and arrow board. Dust control and proper lighting must be used for all sweeping cycles.
- C. Sweeping equipment shall comply with all Federal, State and local noise ordinances.
- D. The County Representative may inspect the Vendor's equipment at any time. Equipment that may damage roadways, emit excessive pollutants or be unsafe or improper shall be immediately removed from the work area, corrected and/or replaced.
- E. For heavily traveled arterial roadways (Group 3 – Bayside Bridge) a shadow vehicle shall be provided with an approved advanced warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system). That area is identified in Exhibit C.

## SECTION E – SPECIFICATIONS - Continued

- F. The equipment anticipated for use under this Contract, includes, but is not limited to:
- 3-wheel or 4-wheel mechanical street sweepers, Elgin Eagle or Johnston Allianz type or other equal mechanical sweeper;
  - Sweeper shall possess two (2) side (gutter) brooms and a rear (pickup) broom
  - Shall have a legible company logo and name
  - Truck mounted arrow boards
  - Truck mounted attenuators
  - Backup sweepers
  - Dump truck or roll-off container for handling of debris
- G. Backup Equipment & Downtime: Vendor shall have sufficient backup equipment to ensure timely and continuous fulfillment of this contract. A maximum of two (2) working days, per month, will be allowed as downtime for unit repairs or replacement before operations must resume.

**5. PERSONNEL REQUIREMENTS**

The Vendor shall demonstrate that they possess sufficient licensed personnel to perform the services of this contract. Personnel should include, but are not limited to; operators, foremen and/or supervisors, emergency contact persons including a designed Vendor Representative who would have authority to act on behalf of the Vendor. (Also, see Section 2 B requirements)

**6. PRE-COMMENCEMENT MEETING**

- A. Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Vendor. The meeting will require the Vendor and the County Representative to review specific contract requirements and documents deliverable at this meeting to ensure the scope of work and work areas are understood.
- B. The Vendor shall be ready to start services within fourteen (14) calendar days of this meeting unless another start date is agreeable to both parties.

The following documents are due at this meeting:

Traffic Control Plan (Section 13)

Debris & Disposal Source/Method (Section 10)

Exhibit C – Roadway Areas & Sweeping Schedule (tentative plan)

**7. SWEEPING SCHEDULE**

- A. Schedule: The Vendor shall submit a tentative Sweeping Schedule (Exhibit C) to the County Representative for review, adjustment and approval at the pre-commencement meeting. This schedule shall provide the plan to complete each route area, includes start and end dates and their frequency.

The Vendor may utilize his own format for Exhibit C, if acceptable to the County Representative.

- B. Daily Updates: The Vendor shall provide the County Representative a daily written update of the sweeping schedule via fax or electronic. The schedule shall contain the route location that will be followed that day and the percent (%) of work completed the previous day.

The Vendor shall notify the County Representative of any schedule variance before 8:00 AM of the day requested.

## SECTION E – SPECIFICATIONS - Continued

- C. Adjustments/Variations: Schedules may be adjusted as necessary to accommodate problem areas or other County requests. The adjustment will require both parties to agree on the change and coordinate in the schedule.
- D. Inspections by County: The County Representative will perform inspections to verify work has been satisfactorily completed based on the daily written update of the sweeping schedule. Deficiencies will be provided to the Vendor in a written notice for correction.

The Vendor shall correct deficiencies by re-sweeping that area within forty-eight (48) hours of notice.

- E. Re-Inspection Fee: If continual or chronic re-inspections are required in excess of two (2) occurrences per month due to deficiencies, then the County will hold a meeting to discuss the deficiency and corrective action and the Vendor will be put on Notice that continued deficiencies will be cause for the Vendor to be in default of contract. (Also, see Section B "Performance").
- F. Service Hours & Cycle Frequency: All work performed on roadways shall be accomplished per the below schedule. No work will be performed on Saturdays, Sundays or County Holidays, unless authorized in writing or electronically by the County Representative.

**(GROUP 1): Residential Roadways**

Hours: 7:00 AM - 4:00 PM, Monday - Friday.

Cycle frequency: Option 1: five (5) cycles annually. Option 2: four (4) cycles annually

**(GROUP 2): Arterial Roadways**

Hours: 9:00 PM - 6:00 AM, Sunday - Friday.

Cycle frequency: Option 1: fifteen (15) cycles annually. Option 2: twelve (12) cycles annually.

**(GROUP 3): Arterial Roadway-Bayside Bridge**

Hours: 9:00 PM - 6:00 AM, Tuesday or Wednesday

Cycle frequency: fifty-two (52) cycles annually.

- G. Road Construction/Closure: Sweeping will not be required during road construction or road closures. The County Representative will notify the Vendor as these situations occur. In this case, those curb miles shall not be paid for by the County.

**8. VENDOR REPRESENTATIVE & EMERGENCY RESPONSE**

- A. The Vendor shall provide a local Representative who can be contacted at all times by the County and who shall advise the County on a daily basis of the areas swept the previous work day.
- B. The Vendor shall also provide a twenty-four (24) hour emergency contact person capable of responding immediately.
- C. Emergency calls may occur at any time and are considered any call requiring the Vendor to divert from the regular schedule. Emergency calls will come from the County Representative and will involve urgent scenarios where the removal of debris from man-made causes, hurricanes, storms or other disasters is critical. The Vendor is required to respond and report to the designated site of the emergency within two (2) hours notification. These services will be payable per Section 15.B.2

These personnel shall be listed on Exhibit B.

## SECTION E – SPECIFICATIONS - Continued

**9. WORK REQUIREMENTS & QUALITY**

- A. Sweeping services consists of removing sand, soil, vegetation and other debris from designated areas of County maintained roadways.
- B. Sweeping shall always be performed in the same direction as the traffic flow.
- C. Intersection areas with curbed areas may require additional passes outside of the normal 8' wide measure to thoroughly remove debris.
- D. Quality: Upon immediate completion of sweeping, the roadway shall be clean and free of accumulated debris, regardless of the number of sweeping passes required. Obstacles in the sweeping area, such as parked vehicles, trash containers, basketball goals, low hanging trees, etc., are to be swept around. The area of that obstacle will not cause a deduction to the curb miles.

The Vendor shall notify the County Representative of obstacles that are a recurring problem.

- E. Large Debris: Large debris that the sweeper cannot remove by mechanical means will require other means or techniques to successfully remove that debris, regardless of size. This includes, but is not limited to debris such as; tires and parts, hubcaps, large stones, boxes, tree limbs, wood, cable, etc.

Stockpiling or disposal of debris on the County right-of-way is not permitted.

- F. Quantity Measurement: Roadways have been inventoried and curb miles calculated as to the quantities provided in this Contract.
  - 1) One curb mile is defined as a minimum of eight feet (8') wide and one mile long, continuous or accumulative in areas to be swept. Streets with curbs on both sides will have double the curb miles.
  - 2) The quantities to be paid will be the number of curb miles completed and accepted as measured longitudinally to the nearest one-tenth of a mile.
  - 3) Island curbs shall be swept and they have been included in the curb miles of Exhibit C.
  - 4) Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.
- G. Frequencies: The sweeping frequency of the roadway areas are described at Exhibit C – Roadway Areas & Sweeping Schedule. Each sweeping cycle for a particular work area shall be entirely complete prior to repeating that cycle. It is intended that sweeping cycles occur evenly spaced throughout the year. Sweeping performed sooner than the below parameters will be omitted from payment.
  - 1) Areas that require five (5) sweep cycles annually must be done with a minimum of sixty (60) calendar days between the sweeping cycles.
  - 2) Areas that require fifteen (15) sweeping cycles annually must be done with a minimum of twenty (20) calendar days between the sweeping cycles.
  - 3) Areas that require 52 cycles per year must be completed on the scheduled date.

All work areas of this contract are provided in an "as is" condition.

**SECTION E – SPECIFICATIONS - Continued****10. DEBRIS & DISPOSAL**

- A. The Vendor will be solely responsible for disposal of all debris collected under this contract. Disposal must be in accordance with all Federal, State and Local rules and regulations in effect at the time of disposal. The Vendor shall disclose the disposal source and method to the County at the pre-commencement meeting.
- B. Supporting documentation in the form of receipts for disposal of debris or vendor manifests documenting the amount shall accompany the monthly invoices. The invoice shall also contain a summary of the total cubic yards (or other agreed upon measure) of debris disposed of for the appropriate invoice period.

All costs involved with disposal of debris shall be factored into the bid unit price per curb mile of sweeping.

**11. WATER**

The Vendor shall be responsible to make any necessary arrangements with the City, County or other source for water requirements for the sweeping operation.

Any cost for water shall be factored into the bid unit price per curb mile of sweeping.

**12. COMPLETION OF WORK**

- A. Work shall be completed within each designated cycle as submitted by the Vendor and agreed to by the County as further described in Exhibit C.
- B. During work periods, the Vendor shall consult with the County Representative to inspect and approve work completed. Upon written notice that a work area is deficient or requires the Vendor to re-sweep, that remedy shall occur within 2 working days (or 48-hours).
- C. The Vendor shall only invoice for that service area after the County Representative has been notified of completion and the County has accepted the work. Invoices received prior to this notification will be returned to the Vendor to resubmit on completion.

**13. MAINTENANCE OF TRAFFIC (MOT)**

- A. The Vendor shall provide all necessary MOT and conform to the Florida Department of Transportation's (FDOT) most current edition of "Roadway and Traffic Design Standards" for Design, Construction, Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways".
- B. The Vendor shall also comply with the most current edition of the FDOT Accident Prevention Procedures Manual pertaining to the employee's safety and applicable OSHA standards.
- C. Prior to the start of work, the Vendor shall provide a detailed traffic control plan to the County for approval. The plan shall be designed to accomplish the work and shall incorporate the methods and criteria contained in the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, as adopted and amended by the Florida Department of Transportation. The plan shall be provided at the pre-commencement meeting.
- D. The foregoing requirements are not to be considered as a minimum, and the Vendor's compliance shall in no way relieve the Vendor of final/full responsibility for providing adequate traffic control devices for protection of the public and employees throughout the work areas.
- E. The cost of MOT shall be factored into the bid unit price per curb mile of sweeping.

## SECTION E – SPECIFICATIONS - Continued

**14. ADDING & DELETING WORK**

The County reserves the right to add or delete work or to increase and decrease the frequencies of this Contract. The procedure will be for the County Representative to provide the Vendor a written or electronic request, a minimum of fourteen (14) calendar days as advance notice of any adjustment. That written or electronic request will include the curb mile amount adjustment and effective date of change. The Vendor shall acknowledge via electronically or fax to confirm receipt and acceptance of the change.

The Vendor shall identify all additions/deletions including the affected curb miles and date of change separately on invoices.

Additions or deletions of work areas to this contract shall be done in full accordance with these specifications at the unit price established in the bid.

**15. BID / PAY ITEMS & UNIT PRICES**

- A. Bid/Pay Items: Includes all labor, supervision, manpower, mobilization, materials, vehicles, equipment, insurance, bonds, management, transportation, supplies, debris disposal and water. These bid/pay items will be measurable and payable as follows:

All Group roadway areas are measured and will be payable by the curb mile.

- B. Unit Prices: The County has included the following unit prices for other work that may be required during the term of this contract as described below. This paragraph, if required, will be funded from the Unspecified Services provided under Section 17 below.

- 1) Unit Price No. 1 – Special Requests: Provide a unit price per curb mile to perform non-recurring special requests. The unit price shall be inclusive of all costs to perform the sweeping.
- 2) Unit Price No. 2 - Emergency Sweeping Services: Provide unit pricing for emergencies resulting from man-made events, hurricanes, storms, or other disasters. Unit prices shall include hourly labor, an hourly equipment rate and a debris disposal rate per cubic ton. These prices shall be inclusive of all costs. See also Section 8.

The services of the Unit Prices, if required, will be funded from Section 16 - Unspecified Services.

**16. UNSPECIFIED SERVICES**

This paragraph provides a source of funding to address minor services not listed elsewhere in the contract. These services will be negotiated with the Vendor and requires prior approval from the County Representative. This section will also fund the unit prices provided in this contract. There is no guarantee that these funds will be required.

**17. COUNTY REPRESENTATIVE**

Upon award of contract, all work will be coordinated with the following County Representative, or designee:

Joe Gras  
 Public Works Operations Department  
 Permitted Facility Stormwater Operations  
 4550 126<sup>th</sup> Avenue N.  
 Clearwater, FL 33762  
 Phone: (727) 464-7783 / Fax: (727) 464-5915

**SECTION E – SPECIFICATIONS - Continued****18. INVOICING**

The work of this Contract is ongoing and issuance of a purchase order shall be considered authorization to coordinate and perform the services.

The Vendor shall submit monthly invoices for the amount of services completed, inspected and accepted by the County Representative.

- Invoices shall reference the purchase order number, route areas and percentage (%) of completion.
- Shall include a recap of the amount of debris disposed for that period of services.
- Invoices shall identify the individual pay items, quantities and pricing.
- Additions/deletions of work areas shall be shown as separate items on invoices.
- Unspecified Materials shall be identified separately on all invoices.
- All disposal tickets or manifests for the disposal of debris shall accompany all invoices.

Invoices shall be forwarded to the County Representative at the below address:

Public Works Operations Department  
Financial Services & Contracts  
22211 U.S. Highway 19 North  
Clearwater, Florida 33765  
Phone (727) 464-8900 / Fax 464-8915

## SECTION F - BID SUMMARY

Bid Title: Sweeping Services, Mechanical Street  
 Bid Number: 078-0382-B (SS)

## OPTION 1 - (Routine frequencies for Groups 1 &amp; 2)

Item	(A) Item Description	(B) Single Cycle Curb Miles	(C) 12-Month Frequency	(D) 12-Month Curb Miles (B x C)	(E) 24-Month Curb Miles	(F) Unit Price Curb Mile	(G) (G = E x F) Total Price
<b>GROUP 1:</b>							
1.	Residential Roadways	1,204.42	5	6,022.10	12,044.20	\$	\$
<b>GROUP 2:</b>							
2.	Arterial Roadways	444.90	15	6,673.50	13,347.00	\$	\$
<b>GROUP 3:</b>							
3.	Arterial Roadway - Bayside Bridge (requires shadow vehicle)	20.47	52	1,064.44	2,128.88	\$	\$
<b>Option 1 Total Bid All Groups:</b>							\$

## OPTION 2 - (Reduced frequencies for Groups 1 &amp; 2)

Item	(A) Item Description	(B) Single Cycle Curb Miles	(C) 12-Month Frequency	(D) 12-Month Curb Miles (B x C)	(E) 24-Month Curb Miles	(F) Unit Price Curb Mile	(G) (G = E x F) Total Price
<b>GROUP 1:</b>							
1.	Residential Roadways	1,204.42	4	4,817.68	9,635.36	\$	\$
<b>GROUP 2:</b>							
2.	Arterial Roadways	444.90	12	5,338.80	10,677.60	\$	\$
<b>GROUP 3:</b>							
3.	Arterial Roadway - Bayside Bridge (requires shadow vehicle)	20.47	52	1,064.44	2,128.88	\$	\$
<b>Option 2 Total Bid All Groups:</b>							\$

<b>SECTION F - BID SUMMARY - Continued</b>
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**GENERAL INFORMATION REQUIRED 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.

	<b>UNIT PRICE NO. 1: (Applies to Option 1 or 2)</b> Provide a unit price sweeping for special non-recurring requests.	Curb Mile Price	\$
	<b>UNIT PRICE NO. 2: (Applies to Option 1 or 2)</b> Provide a price to perform emergency sweeping resulting from hurricanes, storms, or man-made events.	Hourly Labor Rate	\$
		Hourly Equipment Rate	\$
		Debris Disposal per cubic ton	\$
	<b>UNSPECIFIED SERVICES</b>		\$35,000.00

**IF THE COUNTY IS EXPECTED TO SIGN ANY AGREEMENTS, PLEASE SUBMIT DOCUMENTS WITH YOUR BID. OTHERWISE, UPON AWARD, THE TERMS AND CONDITIONS OF THE COUNTY'S SERVICE PURCHASE ORDER WILL APPLY. A COPY OF THE TERMS AND CONDITIONS OF THE SERVICE PURCHASE ORDER IS ATTACHED AT THE END OF THE BID DOCUMENT.**

**DELIVERY \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER**

	<b>Bid Submittal Checklist</b>
	Exhibit A – Equipment List
	Exhibit B – Personnel List
	Section C – References (including any additional attachments of Bidder Qualifications of Section E.2.A)
	Section D – Vendor References
	Section F – W-9
	Section H – No Bid Statement (If applicable)
	Section G – Addenda Acknowledgement Form

Form **W-9**  
(Rev. October 2007)  
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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### 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.

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:

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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 G - ADDENDA ACKNOWLEDGMENT FORM**

**Bid Title: Sweeping Services, Mechanical Street**

**Bid No: 078-0382-B (SS)**

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

<b>ADDENDUM NO.</b>	<b>SIGNATURE/PRINTED NAME</b>	<b>DATE RECEIVED</b>
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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/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current Bids1.htm) , listed under category ‘Current Bids’.**

**SECTION H - STATEMENT OF NO BID**

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

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

We, the undersigned have declined to submit a bid for No. **078-0382-B (SS)** for **Sweeping Services, Mechanical Street**

- 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:

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

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## PINELLAS COUNTY

TERMS AND CONDITIONS FOR SERVICES

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

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

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

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

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

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

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

**INDEMNITY PROVISION** – Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said contractor, or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, or on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, by/laws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

**AUTHORIZED SIGNATURE /**

**DATE:** \_\_\_\_\_

**SIGNED ACKNOWLEDGEMENT MUST BE RETURNED TO THE PURCHASING DEPARTMENT  
05/2005**

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**EQUIPMENT LIST**

List all equipment that will be required to accomplish the work of this contract.

**This list must accompany the bid.**

Quantity	Year	Make	Model	Vehicle ID Number	Other Comments

<b>Repair/Service Facility:</b>	
<b>Address:</b>	



## EXHIBIT C

### ROADWAY AREAS & SWEEPING SCHEDULE

**NOTE:** The Residential Roadway Area spreadsheet has been rolled up to the subdivision level due to the size of the document being nearly 90 pages.

A comprehensive view of specific subdivisions limits can be seen by selecting the “+ “ symbol at the left side of that subdivision.

