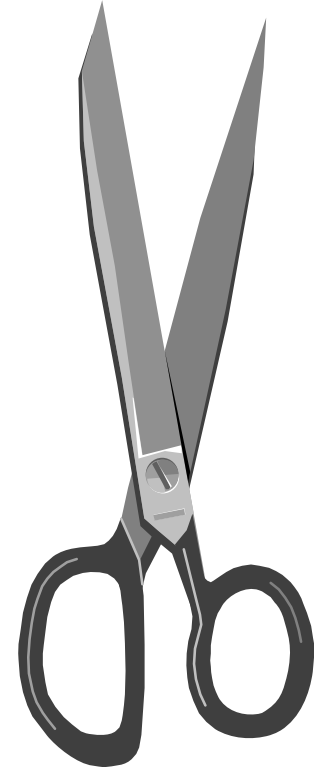


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”.

Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	089-0173-B (LN)
BID TITLE:	FLUOROSILICIC ACID (Fluoride) -- RE-BID
DUE DATE/TIME:	December 30, 2008 @ 3:00 p.m.
SUBMITTED BY:	_____
	(Name of Company)




DELIVER TO: **PINELLAS COUNTY PURCHASING**
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/Current_Bids1.htm, from which you may have obtained this bid.

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

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756		<h1>INVITATION TO BID</h1>
ISSUE DATE: December 11, 2008	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: Fluorosilicic Acid (Fluoride)--Re-bid	BID NUMBER: 089-0173-B (LN)	
SUBMITTAL DUE: DECEMBER 30, 2008 @ 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.</i>		PRE-BID DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: , 2008 BY 3:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727-464-3766 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	<u>THE MISSION OF PINELLAS COUNTY</u> 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.	<hr/> JOSEPH LAURO, CPPO/CPPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

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

PAYMENT TERMS: ____% ____DAYS, NET ____ *BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____ **PHN:** (____) _____ **FAX:** (____) _____

***REMIT TO NAME:** _____ **CONTACT NAME:** _____
 (As Shown On Company Invoice)

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

PRINT NAME: _____

EMAIL ADDRESS: _____

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

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

SEE PAGE 19 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) after 10 days to comply with Florida House Bill 1369-03-er amending Florida Statute 119.071.

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 as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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.
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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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 \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

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

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

DEFINITIONS:

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

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

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

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.

SECTION A - GENERAL CONDITIONS - CONTINUED**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. 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 that 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.

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 deemed 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.

SECTION B – SPECIAL CONDITIONS**Bid Title: Fluorosilicic Acid (Fluoride)--Re-bid
Bid Number: 089-0173-B (LN)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for Fluorosilicic Acid (Fluoride) to be ordered 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. **PERIOD OF CONTRACT:** Duration of the contract shall be for a period of twelve (12) months with unit prices adjustable (increase/decrease) at six (6) months after the date of award and thereafter for the life of the contract based on the average of the Producer Price Index (PPI) - Chemicals and Allied Products, Not Seasonally Adjusted, or ten percent (10%), in a six (6) month period, whichever is less.
4. **OPTION OF RENEWAL:** The contract may be renewed subject to written notice of agreement from the County and successful bidder, for an additional three (3) twelve (12) month periods beyond the primary contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- 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. The County shall receive these required items 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: Fluorosilicic Acid (Fluoride) -- Re-bid
Bid Number: 089-0173-B (LN)**

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

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

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

PRIMARY SUPPLIER: _____ BACK-UP SUPPLIER: _____

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

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

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS

Bid Title: Fluorosilicic Acid (Fluoride) -- Re-bid
Bid Number: 089-0173-B (LN)

1. **General:** The intent and purpose of this specification document is to provide and deliver **Liquid Fluorosilicic Acid (Fluoride)** to Pinellas County Utilities, herein referred to as County.
2. **Bidder Qualifications:** Fluorosilicic acid is a direct additive used in the treatment of potable water. This material must be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60 Drinking Water Treatment Chemicals-Health Effects. The accredited certification organization shall ascertain whether the Bidder's product is in compliance with this specification for available fluoride. The results of this analysis must be included in the Bid Package for bid to be considered complete. The cost of the analysis shall be **borne by Bidder**. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being non-responsive to the bid.

Each prospective Bidder should submit a list of at least four (4) references that use or have used its Fluorosilicic acid for water or wastewater treatment. Failure to disclose references may be grounds for Bidder being disqualified from bidding on this product. Previous performance will be considered as part of the Bid Evaluation. Use Section D – Vendor References for submittal.

3. **Requirements:** Under this schedule, the Contractor shall furnish liquid Fluorosilicic acid FOB destination in accordance with American Water Works Association's (AWWA) Standard B-703 and the ANSI/NSF-60 Standard for fluoride.
4. **Product and Carrier Tank Truck Requirements:**

4.1 Fluorosilicic acid– Physical and Chemical Properties

- 4.1a. The Fluorosilicic acid supplied shall be clean and free of visible suspended matter.
- 4.1b. Liquid Fluorosilicic acid supplied under this specification shall contain, as a minimum, 23.00 percent of H_2SiF_6 by weight and shall be consistent as determined by chemical analysis.
- 4.1c. The strength of the Fluorosilicic acid solution shall be based upon the available fluoride content as determined by AWWA standard B-703, latest revision.
- 4.1d. The liquid Fluorosilicic acid shall contain no more than 0.02 percent by weight of heavy metals expressed as lead (Pb).
- 4.1e. The liquid Fluorosilicic acid shall contain a maximum of 1% hydrofluoric acid.
- 4.1f. The liquid Fluorosilicic acid supplied shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with Fluorosilicic acid.
- 4.1g. The liquid Fluorosilicic acid shall be white to straw yellow in color. Straw yellow shall be determined as a material with a maximum of 200 units in accordance with method 2120B, visual comparison method.

4.2 Carrier Tanker Requirements

- 4.2a. The successful bidder will be required to supply a list of all drivers that will be making chemical deliveries to the Keller facility (see address paragraph 5). All delivery truck tankers will be sealed (hatch covers, valves, etc.) with a security tag and serial number after the truck has been loaded and ready to leave chemical supplier's terminal.
 Prior to shipping chemical for delivery the successful bidder will be required to fax to the Keller facility a photo ID with the name of the delivery driver, the tanker license number, the security tag and serial number information and the Certificate of Analysis for each Fluorosilicic acid delivery made to the facility.
- 4.2b. Liquid Fluorosilicic Acid solution will be shipped in properly cleaned chemical tank trucks in lots of approximately 4000 gallons each, as required. Carrier will be able to transfer contents using the self-contained compressor system on tanker truck. Truck shall also carry a minimum of two (2) sections of 2" transfer hose for hook-up to 2" fill line with male cam-lock fittings. Tank trucks shall comply with applicable U.S. Department of Transportation (DOT) specifications.

SECTION E - SPECIFICATIONS (CONT'D)
--

- 4.2c. Driver must have personal protective equipment to include chemical goggles, transparent face shield and hardhat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Driver must wear minimum, chemical goggles and rubber gloves when handling hose and valves.
- 4.2d. Driver must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. Driver shall ensure a PCU operator is present prior to unloading product. It is the responsibility of the driver to contain leaks and to report any and all spills.

5. Delivery Locations:

Delivery shall be made to the following locations:

Location	Storage Capacity	Estimated Annual Quantity
S. K. Keller Water Plant 3655 Keller Circle Tarpon Springs, FL	8,000 gallons	15,000 gallons
Keller Connector 3655 Keller Circle Tarpon Springs, FL	8,000 gallons	40,000 gallons

- 5.1a. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of Pinellas County Utilities.

6. Quality Assurance , Safety, Training, and Certification:

Certified Analysis

- 6.1a. Prior to shipping the contractor shall be required to fax an affidavit(Certificate of Analysis), signed by a corporate designated official, certifying that the liquid fluorosilicic acid furnished by the Contractor complies with all applicable requirements of this specification, AWWA Standard B703, and the ANSI/NSF-60 Standard, latest edition. Affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.
- 6.1b. At the sole discretion of Pinellas County Utilities, the contractor's delivery personnel (driver) may be asked to collect a sample of fluorosilicic acid before the shipment is unloaded. In this case, Pinellas County Utilities will supply the sample container and the driver shall collect the sample from the tank truck, provide a chain of custody and turn it over to the County for analysis. The sample shall be considered representative of the lot.

6.2 Sampling and Testing of Shipment after Unloading

- 6.2a. Pinellas County Utilities reserves the right to subject samples of the Fluorosilicic Acid to complete analyses to ensure that it meets EPA specifications, AWWA B703 specifications, and the supplemental specifications are included in this document.

6.3 ANSI/NSF Certification Requirement

- 6.3a. The Contractor shall provide ANSI/NSF certification that the Liquid Fluorosilicic Acid to be provided is approved for potable water treatment and meets the NSF International Standard 60.
- 6.3b. It is the responsibility of the supplier to inform the County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Pinellas County Utilities and Contractor.

SECTION E - SPECIFICATIONS (CONT'D)

6.4 Manufacturer's Laboratory Reports

6.4.1. Delivery Reports & Certificate of Analysis

6.4.1a. A certified report from the manufacturer shall be submitted for each Fluorosilicic acid delivery to the County.

6.4.1b. The delivery report and certificate analysis shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight
- Specific Gravity (Referenced to 60 F)
- Suspended Solids Quality Test Time
- Percentage of Phosphorous Pent oxide (P2 O5)
- Percentage of Free Acid
- Visible Color Units
- Lead concentration in ppm
- Arsenic Level in ppm

6.4.1c. No deliveries will be accepted by Pinellas County Utilities unless accompanied by said certified laboratory report for the specific batch of Fluorosilicic acid delivered showing the above data that it conforms to the required specifications.

6.4.2. Quarterly Reports:

6.4.2a. At the start of the contract and every 90 days, the County (at their expense) shall utilize an outside testing agency acceptable to both Pinellas County Utilities and the Contractor to analyze a sample of the Fluorosilicic acid delivered to Pinellas County Utilities. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the County at the time of the sample and to the acceptable authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between the County and the Contractor.

6.4.2b. Charges for the manufacturers certified report and all quarterly reports by outside testing agencies must be included in the bid price.

SECTION E - SPECIFICATIONS (CONT'D)**7. Occupational Health and Safety:**

- 7.1a. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a contractor, must be accompanied by a Materials Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

The Chemical name and the common name of the toxic substance. The hazards or other risks in the use of the toxic substance, including:

- The potential for fire, explosion, corrosively, and reactivity.
- The known acute and chronic health effects of risks from exposure, including the medical conditions, which are generally recognized as being aggravated by exposure to the toxic substance.
- The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personnel protective equipment, and other safety precautions in the use of, or exposure to the toxic substances, include appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- A description, in lay terms, of the specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name and address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

7.2 Emergency Plan of Action and Safety Training

- 7.2a. Within 30 days of award and acceptance of the contract, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for Pinellas County Utilities to follow in case of an emergency supply of liquid Fluorosilicic acid is needed. The Contractor shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers) within 30 days of award and acceptance of contract. In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "after event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with federal and state rules and regulations regarding the Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold Pinellas County Utilities harmless for any failure to properly report and/ or comply with this provision.

SECTION E - SPECIFICATIONS (CONT'D)**Occupational Health and Safety: (cont'd)****7.3 Safe Handling Training**

The Contractor shall provide an appropriate safe handling training course for liquid Fluorosilicic acid within the first month of the contract, to all Pinellas County Utilities operations personnel and shall be available to conduct "refresher" courses to new employees who have not received training, at six (6) month intervals during the contract period.

7.4 Technical Assistance

The contractor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of the residues and sludge's produced by the application of Fluorosilicic acid in the water treatment process. The Contractor shall provide this assistance at no charge to Pinellas County Utilities.

8. Delivery Storage and Handling:

8.1a. Delivery of liquid Fluorosilicic acid shall be made by carrier tank truck to the locations identified in item 5 above. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of Pinellas County Utilities.

8.1b. Contractor shall be responsible for pumping liquid Fluorosilicic acid into Pinellas County Utilities' storage tanks and shall provide all necessary hoses, fittings, pumps, etc., required to efficiently "off-load" the liquid Fluorosilicic acid into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of product into wrong storage tank(s). Contractor shall be responsible for injuries, cost of cleanup, repair of facilities, and replacement of chemical product(s) in the event of accidental discharge of product into wrong storage tanks. If a third party shipper should be used the Contractor assumes responsibility for them.

8.1c. Packaging and shipment of liquid Fluorosilicic acid shall conform to all current regulations of the State of Florida, the United States Department of Transportation or other applicable regulatory agencies.

9. Delivery Schedule and Special Conditions:

9.1 All deliveries of liquid Fluorosilicic acid shall be made within 7 - 10 business days after receipt of order.

9.2 The delivery time for the shipment shall not exceed 72 hours from the time of manufacture of the product.

9.3 All deliveries of liquid Fluorosilicic acid shall be freight included, F.O.B. destination.

9.4 Delivery time of day shall be as arranged upon placement of order and shall be between the hours of 7:00 AM and 3:30 PM EST. Request to deviate from schedule must be confirmed with Pinellas County Utility 24 hours prior to scheduled delivery and must conform to delivery conditions set forth in this specification. Deliveries made to unmanned facilities must be coordinated with Pinellas County Utilities so driver can gain access to the facility.

9.5 Pinellas County Utilities reserves the right to change quantities and delivery dates at their discretion within a 24-hour notice.

9.6 Delivery shipments shall be rejected which fail to meet any contract specifications stated in this document. In the event a delivery shipment is rejected by Pinellas County Utilities, upon notification of Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within six (6) hours from the time of notification. Failure to provide replacement product that meets the specifications of this agreement in the manner above will constitute failure to comply with the delivery requirements set forth in this document.

9.7 If the successful bidder is not the manufacturer of Fluorosilicic acid and is actually purchasing acid from a supplier, then the successful bidder will be required to submit a contingency plan identifying a backup supplier and detailed procedures for procuring acid from their backup supplier should the primary supplier be unable to deliver acid.

SECTION F - BID SUMMARY

Bid Title: Fluorosilicic Acid (Fluoride) --Rebid
Bid Number: 089-0173-B (LN)

***To be ordered as needed throughout contract period.**

QUANTITY	UNIT OF MEASURE	UNIT PRICE PER GALLON	TOTAL
55,000	Gallons	\$	\$

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

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:

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

Sign Here

Signature of U.S. person ▶

Date ▶

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:

- 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. 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: Fluorosilicic Acid (Fluoride) --Rebid
Bid Number: 089-0173-B (LN)

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

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response 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 section of the County's website at, 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. **089-0173-B (LN)** for **Fluorosilicic Acid (Fluoride) -- Rebid**

- 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: _____

COMPANY EMAIL: _____

**BOARD OF COUNTY
COMMISSIONERS**

NANCY BOSTOCK
NEIL BRICKFIELD
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

December 16, 2008

TO: ALL INTERESTED BIDDERS
INVITATION TO BID: FLUOROSILICIC ACID (FLUORIDE) - RE-BID
BID NUMBER: 089-0173-B (LN)
BID SUBMITTAL IS DUE: DECEMBER 30, 2008 @ 3:00 PM

ADDENDUM NO. 1

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

1. On page 18, Safe Handling Training: Will our Safety Video or DVD, which we can supply to the County at no charge, meet your Safe Handling Training requirements?

Answer: Yes.

2. On page 14, Bidder Qualifications: it states "failure to submit a sample or meet the requirements of the Specification shall result in Bidder being non-responsive to the bid. We are your current supplier. Do you still want us to send a sample?"

Answer: No. Please provide proof that an accredited agency has certified compliance with the ANSI/NSF Standard 60.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 21 under Addendum No. 1 and return with completed bid package.

Sincerely,

A handwritten signature in blue ink that reads "Joe Lauro".
Joseph Lauro, CPPO/CPPB
Director of Purchasing

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

