

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

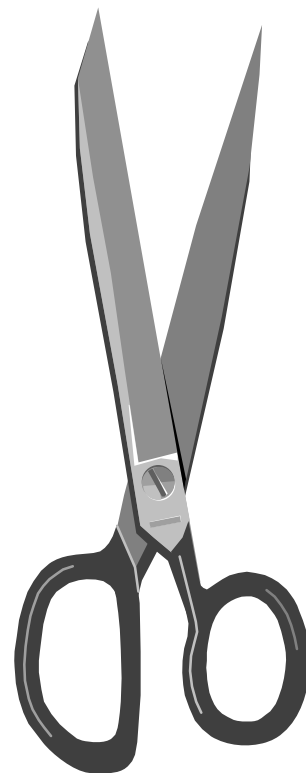
SEALED BID NO.: 089-0181-B (MW)

BID TITLE: Painting Services - Interior -
Countywide

DUE DATE/TIME: February 19, 2009 @ 3:00 P.M.

SUBMITTED BY: _____
(Name of Company)



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



Please Note:

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

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

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="margin: 0;">INVITATION TO BID</h1>	
ISSUE DATE: January 22, 2009	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: Painting Services - Interior - Countywide	BID NUMBER: 089-0181-B (MW)	
SUBMITTAL DUE: February 19, 2009 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: NON-MANDATORY	
DEADLINE FOR WRITTEN QUESTIONS: February 3, 2009 BY 3:00 P.M. SUBMIT QUESTIONS TO: MICHAEL WILSON, CPPB AT mwwilson@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3925	DATE: January 29, 2009 @ 1:30 P.M. Purchasing Dept., 400 S. FT. Harrison Ave, Annex Building, 5th Floor, Room 516, Clearwater, FL 33756	
COMMISSIONERS CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI KENNETH T. WELCH	THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	 JOSEPH LAURO, for JL 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 **45** (PER F.S. 218.70)
 AMOUNT OF \$ _____

*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE

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 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 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) 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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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/protector or any member of the bidder's/proposer's/protector's staff, an agent of the bidder/proposer/protector, 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.
 - (h) *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: Painting Services - Interior - Countywide
Bid Number: 089-0181-B (MW)

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Painting Services - Interior - Countywide**, 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. Price adjustments may be requested in writing every twelve (12) months during the duration of the contract. Price adjustments are not to exceed the average of the Consumer Price Index (CPI) – All Urban Consumers, Not Seasonally Adjusted – Area: U.S. city average, Item: All items; Base Period: 1982-84 = 100 12 months average. It is the vendor's responsibility to request any pricing adjustment under this provision in writing to the Purchasing Department.
4. **OPTION OF RENEWAL:** The contract may be renewed subject to written notice of agreement from the County and successful bidders, for three (3) additional 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.
5. **UNSPECIFIED MATERIALS:**
 Contract includes an allowance for unspecified materials, for related items not on contract. This allowance will not be used to determine award, and there is no guarantee that the total funds identified under this paragraph will be required, or used.
6. **PURCHASES & INVOICING:**
 Purchases will be authorized by the County Departmental Representatives' by Purchase Order which will be established for this contract.
Invoices shall be forwarded to the County Representative at the address listed on the Purchase Order:
 - The Vendor shall submit invoices upon the County's acceptance of work or delivery of materials.
 - Invoices shall reference the County's Purchase Order.
 - Invoices shall identify the individual bid items, quantities and pricing.
 - Unspecified Materials, when utilized, shall be identified as a separate line item on invoices.
7. **PRE-BID CONFERENCE – NON-MANDATORY:** 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. See page 1 for date/time.
8. **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.
9. **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
10. **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) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

SECTION D -VENDOR REFERENCES

Bid Title: Painting Services - Interior - Countywide
Bid Number: 089-0181-B (MW)

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

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

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

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

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

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

COMPANY EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS

Bid Title: Painting Services - Interior - Countywide
Bid Number: 089-0181-B (MW)

PART 1

1. OBJECTIVE:

The purpose of this bid is to select one vendor for interior painting services. The majority of the work will require the application of two (2) coats of paint to interior walls as listed in the bid specifications. However, the County has several buildings that require a variety of interior painting services. The County cannot determine at this time, the buildings or the type of painting services that will be required.

It is the intent of this contract, that the majority of the work will require the application of Flat Interior Latex Wall Paint, Semi-gloss Interior Latex Wall and Trim Paint, Acrylic Satin Enamel applied in two coats to walls, doors, and trim work. All Flat Interior Latex Wall Paint, Semi-gloss Interior Latex Wall and Trim Paint, Acrylic Gloss Enamel, Acrylic Satin Enamel, and all approved paints will be applied in accordance with manufacturer's requirements. Occasionally, the contractor may be required to apply paint, stain or transparent coating to: interior or exterior wood doors, benches etc; concrete floors or stairs; metal railings; or other surfaces.

PART 2 – SCOPE OF WORK

2.01 PAINTING:

Paint and finish exposed surfaces using the appropriate combination of materials listed on the Painting Schedule in Part 4 of the Section, as specified herein or other materials as needed for a complete and proper application.

2.02 CONTRACTOR TO FURNISH:

The painting contractor shall furnish all labor, material, tools, equipment, scaffolding, and supervision required for the cartage, unloading, storage, set-up, surface preparation, application, and clean up of the paint and allied products.

2.03 JOB FAMILIARIZATION:

The contractor shall be responsible for visiting each job site and familiarizing themselves with the job and working conditions before a purchase order is issued under this contract.

2.04 WORK ORDER

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

- a) Number of square feet to be painted (Paint Application)
- b) Site preparation estimate
- c) Pressure washing (if any)
- d) Total cost to complete the job
- e) Start and completion time

2.05 CLARIFICATIONS:

The contractor will be responsible for requesting prompt clarification from the Facility Manager or designee when instruction is lacking, conflicts occur in the specifications and/or paint manufacturer's literature of the procedure specified is not clearly understood.

SECTION E - SPECIFICATIONS**PART 2 – SCOPE OF WORK – Continued:****2.06 MOVING/SAFEGUARDING:**

The contractor will be responsible for covering or moving (and returning after completion) any furnishings to a safe place in the area - and protecting them from damage. All removable carpets, blinds, curtains, rods, wall hangings, signs, switch plates and covers will be removed, protected, and replaced after painting. The moving and protection of furniture, (chairs etc.) is considered a part of the contract. The Contractor will remove all hard mounted items from the walls before painting. These items will be replaced after the area has been painted.

2.07 OCCUPANT RESPONSIBILITIES FOR PERSONAL ITEMS:

The occupants will remove personal items. Both the occupants and the contractor will take all required steps to protect the County owned Property.

2.08 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES:

The contractor is responsible for any damage caused by their sole negligence and will repair or replace, at Facility Manager discretion, any damaged items. These repairs or replacements must be completed before payment can be approved.

2.09 WORK HOURS:

Contractors are to assume that work may be required between the hours of 5:00 PM and 7:00 AM (weekdays), Saturday and Sunday (commonly referred to as off hours) in order to avoid inconvenience with the County's daily activities. **The bid price is to include these hours and all other anticipative expenses.** Portal to portal travel time will be at the Contractor's expense to any County location.

PART 3 - REQUIREMENTS:**3.01 SECURITY:**

All persons working under this contract must be cleared by the Pinellas County Sheriff's Office 5 days prior to working in any County facility. The winning contractor will provide background checks through third party private agencies licensed to provide background checks. These background checks will be provided to the Facility Manager or designee to be forwarded to the Sheriff. The Contractor will not charge Pinellas County for the background checks.

Contractor shall fill out such forms as required for security clearances by Pinellas County Sheriffs Office. No contract employee will be allowed to work in County facilities until clearance is received and ID badge is made. Badges are to be worn at all times when contract employees are working in the buildings. The area Facility Manager will dictate security clearance. Security policies may change over the course of this contract and the contractor is expected to meet these changing requirements and any associated costs.

3.02 MATERIAL SAFETY DATA SHEETS (MSDS):

The contractor will provide the County a copy of Material Safety Data Sheets for each product to be used on each job. The contractor's employees will always maintain a copy of the MSDS at the work site.

3.03 QUALITY ASSURANCE:

Prior to commencement of work deliver to the Facility Manager or designee a written list of each color, type, formula, and gloss of paint to be used and location(s) where it is intended to be used. If requested provide the information on a floor plan.

SECTION E - SPECIFICATIONS**PART 2 – REQUIREMENTS – Continued:****QUALITY ASSURANCE – Continued**

ALL MATERIALS MUST BE BROUGHT ON SITE IN THE ORIGINAL UNOPENED CONTAINERS.

- a) Use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary crafts.
- b) All paint and protective coatings shall be applied in strict accordance with the manufacturer's recommendation (for instance air/surface temperatures, relative humidity, etc.). Paint shall be applied only to thoroughly clean, dry surfaces, which are properly prepared before any materials are applied.
- c) The contractor shall be responsible for avoiding surface and intercoat contamination. In the event surfaces are damaged or contaminated, they shall be cleaned and recoated at the contractor's expense. Recoating time as specified by the manufacturer's printed instructions shall be adhered to.
- d) All materials shall be applied in two or more coats, as required, producing a uniform non-transparent appearance.
- e) Paint coordination:
 - 1) Use finish coat materials that are compatible with the prime coats actually used.
 - 2) Where non-compatibility exists between the same manufacturer systems, the Contractor shall submit alternative manufacturer's data to the County's representative for approval.
 - 3) Provide barrier coats over non-compatible primers or remove the primer and re-prime as necessary.

3.04 STANDARDS OF CONDUCT (SOC):

- a) The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Pinellas County telephones, except as authorized. If the on-site Facility Manager or designee brings unacceptable work and appearance habits of the contractor's employees to the attention of the contractor's on-site representative, corrective action must be immediately taken, or the Facility Manager or designee may direct the contractor to remove the individuals responsible from the building.
- b) All persons employed while at work shall, and on the premises, shall comply with all building regulations.
- c) The County will not accept casual dress or inexperienced labor. Workers clearly demonstrating the inability to work in a sober and professional manner will be dismissed from the job site. All personnel must be in company uniform and carry identification cards or name tags. Workers that are not in compliance will be dismissed from the job site with no compensation to the Contractor.

3.05 WASTE DISPOSAL:

At the end of each work day, properly dispose of all materials including cloths and waste materials, which have been used in preparation and application of paint. Under no circumstances shall the Paint/Coating Contractor empty his waste in the building's plumbing system (fixtures, drains or cleanout etc.), nor the building or complexes dumpster. Wash-up of equipment over storm drains is not permitted; a clean up area designated by the County contact Facility Manager or designee shall be used.

SECTION E – SPECIFICATIONS CONTINUED

PART 3 – REQUIREMENTS – Continued:**3.06 NON-INTERFERENCE WITH GOVERNMENT BUSINESS:**

- a) Pinellas County's representative, under whose direction the work shall be performed, shall be consulted as to the manner of starting the work so as to cause a minimum of interference.
- b) The work shall be carried on in such a manner that there will be no interruption to or interference with the proper execution of Pinellas County business. Verbal interaction between CONTRACTOR'S EMPLOYEES and building occupants shall be kept to a minimum.
- c) Any work necessary to be performed on Sundays or legal holidays shall be performed without additional expense to Pinellas County.
- d) The Contractor agrees to alter his work methods, schedules and procedures if the Director of Facility Management determines that they are detrimental to County operations.

3.07 COOPERATION WITH CONTRACTORS:

Pinellas County continually establishes service contracts for its facilities; and at scheduled times let's various project contracts for necessary building repairs or improvements. All contractors shall fully cooperate with any other contractors and Pinellas County employees in fitting the work schedules to such other work as may be directed by the Director of Facility Management. The contractor shall not commit or permit any act by his employees that will interfere with the performance of work by another contractor.

3.08 FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS:

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

3.09 WARRANTY:

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

PART 4**PRODUCTS:****4.01 PAINT**

Definition:

"Paint," as used herein, means coating system materials including; primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as a prime, intermediate, or finish coat.

4.02 PAINT MATERIALS

PAINT/COATINGS MATERIALS: Solvent-based materials are not acceptable unless indicated for special purposes - VOC (Volatile Organic Compounds) maximum level shall not exceed current state and federal regulations. All paints must be low VOC or zero VOC. Green Seal paints are preferred. Interior paint is given a Green Seal if it has a VOC content of less than 50 grams for flat sheen - or 150 grams for non-flat sheen.

INTERIOR:

Acrylic Semi Gloss Enamel

% Solids by Weight - 48.88%

% Solids by Volume - 36.49%

% Pigment by Weight - 26.67%

Coverage avg. 200-400 sq ft per gallon

Used on drywall, plaster, stucco, brick, wood, and properly primed metal also over clean aged oil base.

SECTION E – SPECIFICATIONS CONTINUED

PART 4 – PAINT MATERIALS - Continued**Acrylic Semi-Gloss Vinyl Latex Enamel**

% Solids by Weight - 45.6%

% Solids by Volume - 33.3%

% Pigment by Weight - 23.8%

Coverage: 4.0 mils wet, 1.5 mils dry, avg. 250-400 sq ft per gallon

Used on properly primed wood, drywall, plaster, stucco, cement, concrete, brick, and masonry surfaces.

Acrylic Flat Vinyl Latex

% Solids By Weight - 50.5%

% Solids by Volume - 35.2%

% Pigment by Weight - 34.0%

Coverage: 4.0 mils wet, 1.4 mils dry, avg. 200-400 sq ft per gallon

Use wall paint for masonry, dry wall, plaster, stucco, concrete, brick, and cementations siding.

FLOOR:

Heavy-Duty 100% Solids Epoxy

% Solids by Volume - 100%

Coverage: 8 mils wet, 8 mils dry, 16 mils regular or 24 mils non-slip finish, avg. 100-300 sq ft per gallon

Use on new, old uncoated, or previously coated concrete floors exposed to heavy foot traffic.

Moderate-duty Water-based Epoxy

% Solids by Volume - 30-39%

Coverage: 4-7 mils wet, 1.5-2.5 mils dry, avg. 200-350 sq ft per gallon

Use on previously coated floors exposed to heavy foot traffic.

BLOCK FILLER

- a. PVC-65% maximum
- b. Percent solids by volume - 45% minimum, ASTM D 2697 (TESTED)
- c. Pigment to binder ratio - 3.6 to 1 maximum
- d. Vehicle-unmodified 100% acrylic resin emulsion (TESTED)
- e. Resistance to mildew-ASTM G21 rating maximum 1 (TESTED)

100% ACRYLIC PRIMER

- a. Percent solids by volume - 35% minimum, ASTM D 2697 (TESTED)
- b. Dry adhesion- 4A minimum rating on tin plate, ASTM D 3359 (TESTED)
- c. Pigment to binder ratio - 1.5 to 1 maximum
- d. Vehicle-unmodified 100% acrylic resin emulsion (TESTED)
- e. Resistance to mildew-ASTM G21 rating maximum 1 (TESTED)
- f. Wet adhesion- 3A minimum rating on tin plate, Battelle Method Test (See Section 24.d., typ.) (TESTED)

100% ACRYLIC LATEX SATIN EXTERIOR COATING

- a. Percent solids by volume - 34% minimum, ASTM D 2697 (TESTED)
- b. Dry adhesion - 4A minimum rating on tin plate, ASTM D 3359 (TESTED)
- c. Vehicle - unmodified 100% acrylic resin emulsion (TESTED)
- d. Resistance to mildew - ASTM G21 rating maximum 1 (TESTED)
- e. Wet adhesion - 3A minimum rating on tin plate, Battelle Method test (TESTED)
- f. 60 Degree Gloss on tin plate ASTM D523 (15 minimum to 25 maximum (TESTED)
- g. QUV Exposure-1000 hrs. ASTM G53 (TESTED)
 1. Chalk resistance ASTM D659, 7 minimum (TESTED)
 2. Gloss retention - 60% minimum. ASTM D 523 (TESTED)
- h. Contrast ratio - .96 at 3 mils wet ASTM D 2805 (TESTED)

SECTION E – SPECIFICATIONS CONTINUED

PART 4 – PAINT MATERIALS - Continued**2 PART EPOXY ACRYLIC SEMI-GLOSS INTERIOR COATING**

- a. Percent solids by volume - 35% minimum, ASTM D 2697 (TESTED)
- b. Dry adhesion - 4A minimum rating on tin plate, ASTM D 3359 (TESTED)
- c. Resistance to mildew - ASTM G21 rating maximum 1 (TESTED)d. Wet adhesion - 3A minimum rating on tin plate, Battelle Method test (TESTED)
- e. 60 Degree Gloss on tin plate ASTM D523 (40 minimum to 65 maximum) (TESTED)
- f. Washability/Stain Removal - after 100 cycles 7 min. rating, ASTM D 4828 (TESTED)
- g. Scrubability- 500 scrubs min. to failure, ASTM D 2486 (TESTED)
- h. Pencil Hardness-2H on tin plate-ASTM D3363 (TESTED)
- i. Odor (non offensive-low odor) (TESTED)
- j. Contrast ratio - .96 at 3 mils wet ASTM D2805 (TESTED)

WATER REPELLENT SEALER (WATER BASED)

- a. Sealer will be approved contingent upon the following field evaluation being done by the PA/E.
- b. Prepare a 3 ft by 3 ft area (supervised) with the water repellent applied. The area will be determined by the owner. After allowing five (5) days for the sample to cure, a Rilem or Carsten uptake test on the treated area will be performed by the PA/E.
- c. Applied material shall result in a clear finish. No milky or cloudy appearance shall be accepted.

100% ACRYLIC SEMI-GLOSS LATEX EXTERIOR COATING:

- a. Percent solids by volume - 33% minimum. ASTM D 2697 (TESTED)
- b. Vehicle - unmodified 100% acrylic resin emulsion
- c. 60 Degree Gloss on tin plate ASTM D523 (40 minimum to 65 maximum) (TESTED)
- d. Dry adhesion - 4A minimum rating on tin plate, ASTM D3359
- e. Wet adhesion - 3A minimum rating on tin plate, Battelle Method test
- f. Contrast ratio: .96 at 3 mils wet ASTM D2805

NON-FERROUS METAL PRIMER

Refer to PC-GS 2

100% ACRYLIC PRIMER SEALER (CHALK BONDER):

- a. Vehicle - Ultra fine particle size resin emulsion
- b. Percent solids by volume - 25% maximum. ASTM 2697 (TESTED)
- c. Adhesion over #6 chalk by Test Method A, X Cut, 4A minimum rating, ASTM D3359 (TESTED)
- d. PVC-25% minimum to 30% maximum
- e. Pigment to binder ratio - 1.1 to 1 maximum

WATER BASED RUST INHIBITIVE PRIMER

- a. Acrylic emulsion primer with rust inhibitive properties
- b. Must resist flash rusting
- c. Percent solids by volume - 35% minimum. ASTM 2697 (TESTED)
- d. Corrosion resistance over ferrous metal ASTM G85 ANEX A5 500 hours, rust grade #8 min. as rated per ASTM D610

WATER BASED CONCRETE FLOOR SEALER (CLEAR)

- a. Vehicle - Acrylic urethane blend suitable for floor use.
- b. Percent solids by volume - 18% minimum. ASTM 2697 (TESTED)
- c. Pencil Hardness - 2H - ASTM D3363
- d. Tack free after 1 hour
- e. Resistance to abrasion- .126g. per 1000 cycles max. ASTM D 4060 (TESTED)
- f. Coefficient of friction- test method A, .5 min. under wet conditions, ASTM D4518 (TESTED)

SECTION E – SPECIFICATIONS CONTINUED

PART 4 – PAINT MATERIALS - Continued**WATER BASED CONCRETE FLOOR SEALER (PIGMENTED)**

Refer to PC-GS-10 Pigmented

HEAVY DUTY WATER BASED EPOXY FLOOR COATING (PIGMENTED)

- a. Vehicle - Two (2) component water based epoxy that is chemical and abrasion resistant suitable for floors.
- b. Percent solids by volume - 35% minimum. ASTM 2697 (TESTED) D
- c. Wet adhesion - 3A minimum rating on tin plate, Battelle Method test
- d. Pencil Hardness - 2H on tin plate. ASTM D 3363 (TESTED)
- e. Non skid texture additive to be added at a ratio of one (1) pound to one gallon. To be field added to paint.
- f. Resistance to abrasion- .126g. per 1000 cycles max. ASTM D 4060
- g. Resistance to Household Chemicals- Water, 5% bleach, 5% acetic acid, 5% caustic soda, 5% JCL; no lifting, blistering, discoloration after being spot tested covered 8 hours, ASTM D 1308

2 PART SURFACE TOLERANT RUST INHIBITIVE PRIMER

- a. Vehicle - Two component polyamide epoxy mastic type that is chemical and abrasion resistant. Surface tolerant to be able to adhere to surfaces with incomplete surface preparation and some rust remaining.
- b. Percent solids by volume -72% minimum ASTM D-2679 (tested).
- c. Adhesion - 5 rating, no failure, ASTM D-3359 method B over rusty steel and aged alkyd coating.
- d. Pencil hardness - 4H-ASTM D3363 (tested).
- e. Solvent resistance - Methy ethyl ketone - 75 double rubs with no softening.
Color - off white to tan acceptable.

ACRYLIC URETHANE

Composition: Hydroxyl- functional acrylic crosslinker/alphatic isocyanate

- a. Volume Solids: 45% minimum ASTM D2697 (TESTED)
 - b. Gloss 60: 90 minimum ASTM D523
 - c. QUV Exposure: 1000 hours ASTM G53
- Chalk resistance: 8 minimum ASTM D659
Gloss retention: 70% minimum ASTM D523
Contrast ratio: .96 @3 mils wet. ASTM D2805

Resistance to mildew: Maximum G21

- a. Dry Adhesion: 4A minimum rating ASTM D3359 (TESTED)
 - b. Wet Adhesion: 3A minimum rating. Battele Method Test
 - c. Pencil hardness: 2H minimum ASTM D3363 (TESTED)
 - d. Scrubs: 1000 minimum to failure. ASTM 2486 (TESTED)
- Washability /Stain removal: after 100 cycles 7 minimum rating ASTM D4824 (TESTED)
Dry times: 1.5 hours minimum at 75 degrees F and 50% relative humidity
e. Pot life: 4 Hours minimum at 75 degrees F and 50% relative humidity

HIGH PERFORMANCE ACRYLIC LATEX GLOSS INTERIOR/EXTERIOR COATING

Volume Solids: 33% minimum ASTM D2697 (TESTED)

- a. Dry Adhesion: 5A minimum rating on tin plate, ASTM D3359 (TESTED)
- b. Resistance to mildew: Maximum G21 rating Maximum 1 (TESTED)
- c. Wet Adhesion: 3A minimum rating on tin plate. Battele Method Test
- d. Gloss 60 Degree: 65 minimum ASTM D523 (TESTED)
- e. Scrub ability: 500 scrubs minimum to failure. ASTM 2486 (TESTED)
- f. Pencil hardness: HB minimum on tin plate ASTM D3363 (TESTED)
- g. Contrast ratio: .96 @ 3 mils wet. ASTM D2805 (TESTED)

The painting materials in Part 4 of this Section are based, in general, on the products of paint/sealers from an acceptable supplier's recommendation.

SECTION E – SPECIFICATIONS CONTINUED**PART 4 – PAINT MATERIALS - Continued**

Undercoats and thinners:

1. Use undercoat paint produced by the same manufacturer as the finish coat.
2. Use only thinners recommended by the paint manufacturer, and use only to the recommended limits.
3. Use undercoat, finish coat, and thinner as parts of a unified system of paint finish.

4.03 COLOR SCHEDULES

The contractor will prepare a color schedule with samples for guidance in paint selection. The County department's contact person will make the selection of the color for each job. The contractor may be required to provide the County with color chips for color selection on each job. Furthermore, the contractor may be required to provide a two (2) foot by two (2) foot sample of the final paint selection.

4.04 OTHER MATERIALS

Provide other materials not specifically described but required for a complete and proper installation as selected by the contractor subject to the approval of the County Facility Manager or designee.

PART 5**PREPARATION**

Preparation should be completed according to the American Society for Testing and Materials Standards for preparation guidelines. The guidelines can be found at: www.astm.org

5.01 SURFACE CONDITIONS

Examine the areas and conditions under which work of this Section will be performed. Contractor to correct conditions detrimental to timely and proper completion of the work, to include but not limited to the repair of holes, cracks, chips, rips, dings, etc. Do not proceed until unsatisfactory conditions are corrected.

5.02 MATERIALS PREPARATION

Mix and prepare paint materials in accordance with the manufacturer's instructions.

5.03 PREPARATION

- A. Verify that substrate conditions are ready to receive work.
- B. Correct all defects and clean surfaces which affect work in this Section.
- C. Remove or mask electrical plates, hardware, light fixture trim, escutcheons, fittings, and wall mountings/hangings prior to preparing surfaces or finishing.
- D. Gypsum board surfaces: Repair surface defects and restore to match the surrounding existing areas, sand to an even surface. Fill defects with latex compounds. Spot prime defects after repair.
- E. Galvanized surfaces: Remove surface contamination and oils and wash with solvent. Apply a coat of etching primer.
- F. Concrete and Masonry: Coating cannot develop proper adhesion to concrete unless dirt, dust, laitance, and other loose materials are first removed from the surface by sweeping, chemical cleaning, or pressure washing. Repair surface defects and restore to match the surrounding existing areas, sand to an even surface.
- G. Metal Surfaces: Must be clean and dry before they are coated. Non-oily soil and surface dirt should be removed with a stiff bristle brush or other suitable means. Oil, grease, and protective coatings should be removed with solvent cleaning in accordance with SSPC-SP-1. Sand to an even surface and restore to match the surrounding existing areas. Lightly sand or chemically treat hard or glossy previous coatings to promote adhesion of new coatings.

SECTION E – SPECIFICATIONS CONTINUED**PART 5 – PREPARATION - Continued**

H. Shop primed metal surfaces: Sand and scrape to remove loose primer, rust, and other foreign materials. Prime/paint bare steel surfaces.

I. Wood Surfaces: Use one or more of the chemical cleaning methods to remove dirt, grease, and oil, scrape off deteriorated coatings, countersink exposed nails, and repair surface defects. Sand to an even surface and restore to match the surrounding existing areas. Lightly sand or chemically treat hard or glossy previous coatings to promote the adhesion of new coatings. If the surface is chalky, wash thoroughly. Allow surfaces to dry completely before coating.

1. Interior wood scheduled to receive paint finish: wipe off grit and dust, seal knots, pitch streaks and sappy secretions with sealer. Fill nail holes and cracks after primer has dried.

2. Exterior wood scheduled to receive paint finish: Wipe off grit and dust, seal knots, pitch streaks and sappy sections with sealer. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.

3. Exterior wood scheduled to receive transparent finish: Wipe off grit and dust, seal knots, pitch streaks and sappy sections with sealer. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.

J. Previously Painted Surfaces: All rust, rust scale, heavy chalk, or deteriorated coatings must be removed with a combination of solvent or detergent washing, hand or power tool cleaning, glossy areas of sound previous coating need not be removed but should be mechanically abraded or chemically treated to create a surface profile which increases coating adhesion.

5.04 APPLICATION

A. Sand transparent finishes lightly between coats to achieve the required finish.

B. Where clear finishes are required, tint fillers to match wood.

C. Back prime interior and exterior woodwork scheduled to receive paint finish using prime paint.

D. Back prime interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25% with mineral spirits.

E. Wet film thickness (WFT) will be uniform throughout surface being painted.

F. Apply paint/coatings evenly spread and well rolled or brushed. The finished coats shall be free from noticeable laps, brush marks, streaks, runs, sags, wrinkles, pinholes, shiners, holidays, etc.

G. If touch up is needed of the topcoat of paint, color difference when viewed at 90, 45, and 20 degrees shall not be acceptable. If the entire wall or surface area involved needs to be recoated to insure color blending, it shall be recoated at no cost to the County.

5.05 APPLICATION EQUIPMENT

Use only equipment approved for application by the paint manufacturer of the particular paint being used. No spray painting will be allowed unless authorized by the County.

5.06 INSPECTION

All work done by the contractor is subject to inspection by the County department's Facility Manager or designee at any time. Work not done to the satisfaction of the area County contact person will be redone to their satisfaction. The contractor must notify the County Facility Manager or designee one (1) day before each phase of work so that the contact person has the opportunity to inspect while material is being applied and check millage. If notice is not provided then it is the same as the work not being done and must be redone – and may not be compensated.

SECTION E – SPECIFICATIONS CONTINUED**PART 5 – PREPARATION - Continued****5.07 TOUCH UP PAINT**

The Paint/Coating Contractor shall provide the County Facility Manager or designee with one (1) gallon of each product and color of finish coats only. Each gallon container shall be new and unopened and properly identified as to type, color, and where used.

SECTION F - BID SUBMITTAL

**Bid Title: Painting Service - Interior - Countywide
 Bid Number: 089-0181-B (MW)**

Application

Application on the Bid Summary Sheet should be determined by the Contractor's price to apply Flat Interior Latex Wall Paint, Semi-gloss Interior Latex Wall and Trim Paint, Acrylic Satin Enamel, applied in two (2) coats, to produce a uniform nontransparent appearance at a cost per square foot – inclusive of all supplies and equipment.

Site Preparation

Preparing the site for painting is a condition of the contract where cost cannot be pre-determined. Some jobs may require extensive preparation while other jobs will not. Site preparation will be determined on a per job basis. The Bid Summary Sheet requires that the cost of site preparation be priced by man hours.

	Description	Est. Annual Quantity	Unit of Measure	Unit Price Remains Fixed	Total
1	Paint Application	875,000	Square Foot	\$	\$
2	Site Preparation Includes all wall preparation, moving & replacing furniture as outlined in contract	2,000	Man Hours	\$	\$
			Grand	Total	\$
Not to be used to determine award: Unspecified Services/Materials Items not specifically listed in the Bid Submittal Page will be negotiated on an individual basis. The contingency is a reserve set aside by the County and is not an entitlement of the Contractor.					\$15,000.00

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

NOTE: BIDS TO BE SUBMITTED IN DUPLICATE – MARK ONE ORIGINAL AND ONE COPY PLEASE

SECTION G - ADDENDA ACKNOWLEDGMENT 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: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- Exempt payee
 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 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. **089-0181-B (MW)** for **Painting Services - Interior - Countywide**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

**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.

	NAME OF ATTENDEE * COMPANY REPRESENTED	ADDRESS	TELEPHONE # CELLULAR #	FAX#
9.	Rick Wilson Semco Const.	Hwy 60 Bantow FL J STURGIS (at) Semco, LLC	863 533 7193	863 533 3376
10.	Francisco Greco MG Services	21231 Wynyard Ave. P. Charlotte - FL - 33954	941-9165073	941 235 3235
11.	Michael Kazogles Quarry Paving Co.	1120 Mimeo Circle Palmer Harbor FL 34603	727-639-5603	727-785-8166
12.	Tim M.			
13.	Tim Malay Straight Line Ptg.	6008 Jetport Ind. Blvd Tampa, FL, 33634	813-374-2470 727-224-2040	813-374-8868
14.	Tina Marie C Murray Onsite Cooperation	5135 W. Rio Vista Ave TPA FL 33634	813 880 9550 813 401 9481	888 845 3270
15.	Lena Weeks Pinellas County (REMI)	509 EAST AVE Clearwater, FL 34656	727 464-4546 727	727 464-6915
16.	Ron Manning Pinellas Real Estate MGMT			
17.				
18.				
19.				

NOTE: If you are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending