

**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**

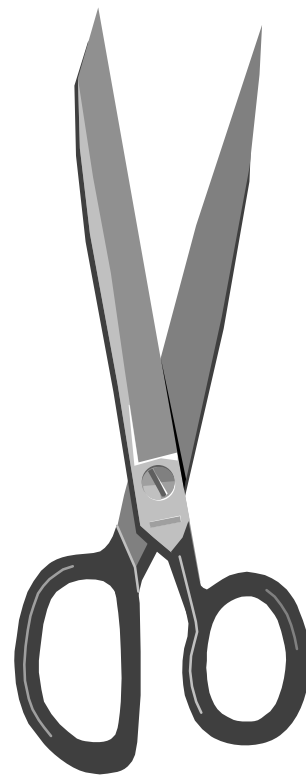
SEALED BID NO.: 089-0459-B (LN)

BID TITLE: LASER PRINTING/DIRECT MAIL/  
CLEARINGHOUSE SERVICES FOR EMERGENCY  
MEDICAL SERVICES

DUE DATE/TIME: JULY 30, 2009 @ 3:00 P.M.

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



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



***Please Note:***

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm) , from which you obtained this bid.

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

<b>SUBMIT TO:</b> PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756				<h1>INVITATION TO BID</h1>	
<b>ISSUE DATE:</b> July 1, 2009		BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED			
<b>TITLE: LASER PRINTING/DIRECT MAIL/CLEARINGHOUSE SERVICES FOR EMERGENCY MEDICAL SERVICES</b>			<b>BID NUMBER:</b> 089-0459-B (LN)		
<b>SUBMITTAL DUE: JULY 30, 2009 @ 3:00 P.M.</b> AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.			<b>PRE-BID DATE &amp; LOCATION:</b> NON-MANDATORY		
<b>DEADLINE FOR WRITTEN QUESTIONS: July 20, 2009 BY 3:00 P.M.</b>  SUBMIT QUESTIONS TO: LUCY NOWACKI AT <a href="mailto:lnowacki@pinellascounty.org">lnowacki@pinellascounty.org</a> Phone: 727-464-3766 Fax: 727-464-3925			July 20, 2009 @ 3:00 PM Pinellas County Purchasing Conference Room 400 S. Fort Harrison Avenue-5 <sup>th</sup> Floor Room 516 Clearwater, FL 33756		
<b>COMMISSIONERS</b>  CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI KENNETH T. WELCH		<b>THE MISSION OF PINELLAS COUNTY</b> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 <b>JOSEPH LAURO,</b> 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)

\*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ \_\_\_\_\_

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

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

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

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

\*REMIT TO NAME: \_\_\_\_\_  
 (As Shown On Company Invoice)

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

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

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

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

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

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

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

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

**SEE PAGE 20 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.

<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**6. LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

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

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website ([www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm)) after 10 days to comply with Florida House Bill 1369-03-er amending Florida Statute 119.071(1)(b)1a.

**9. AWARD OF CONTRACT:**

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

**10. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR: Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.****11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.****12. PROVISION FOR OTHER AGENCIES: Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.****13. COLLUSION: The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".****14. CONTRACTOR LICENSE REQUIREMENT: All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.**



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

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

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

## SECTION A - GENERAL CONDITIONS - CONTINUED

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

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

**DEFINITIONS:**

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

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

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

**25. ASBESTOS MATERIALS:**

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

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

**26. PAYMENT/INVOICES:** The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.**27. CANCELLATION:**

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

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

**SECTION A - GENERAL CONDITIONS - CONTINUED**

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

## SECTION A - GENERAL CONDITIONS - CONTINUED

**38. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

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

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

(c) *Requirements to Protest.*

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

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

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

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

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

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

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

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

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

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



<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**39. INTEGRITY OF BID DOCUMENTS**

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

**40. PUBLIC EMERGENCIES:**

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

<b>SECTION B SPECIAL CONDITIONS</b>
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**Bid Title: Laser Printing/Direct Mail/Clearinghouse Services for Emergency Medical Services**  
**Bid Number: 089-0459-B (LN)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Laser Printing, Direct Mail, and Clearinghouse Services for Emergency Medical Services (EMS)**, 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:** The contract will be issued for a period of twenty-four (24) months from the date of award. Prices shall be firm for a period of twelve (12) months from the date of executed agreement. Thereafter, prices may be adjusted in accordance with the Consumer Price Index (CPI) as published by the U.S. Department of Labor in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted for the twelve (12) months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

4. **TERM EXTENSION(S) OF CONTRACT**

The contract may be extended subject to written notice of agreement from the County and successful bidder, for one (1) additional twenty-four (24) month period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

5. **PRE-BID CONFERENCE:** **THERE WILL BE A NON-MANDATORY PRE-BID CONFERENCE ON MONDAY, JULY 20, 2009 @ 3:00 PM @ PINELLAS COUNTY PURCHASING CONFERENCE ROOM, 400 S. FORT HARRISON AVENUE, 5<sup>TH</sup> FLOOR (ROOM 516), CLEARWATER, FLORIDA 33756.L**

All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid.

6. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
7. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract

## 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.
  - (5) \$ combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
  - (6) Builder's Risk in an All Risk Completed Value form covering insurable interest of both Owner and Contractor as their interests may appear, in an amount to be approved by Owner.
  - (7) Comprehensive - 3D, or equivalent, in the amount of at least \$ protecting assets of the County in the form of currency, coin, checks, securities and other valuables while in the care, custody or control of Contractor, and as provided in the terms of this Contract.

## SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- 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.

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

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

**SECTION D -VENDOR REFERENCES**

**Bid Title: Laser Printing/Direct Mail/Clearinghouse Services for Emergency Medical Services**  
**Bid Number: 089-0459-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: \_\_\_\_\_

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: Laser Printing/Direct Mail/Clearinghouse Services for Emergency Medical Services**  
**Bid Number: 089-0459-B (LN)**

**PART A - LASER PRINTING/DIRECT MAIL****1. Printing Service Requirements:**

Pinellas County Public Safety Services, Emergency Medical Services Division (EMS) generates approximately 800,000 printed documents/forms/envelopes per year for the direct mail of data in the form of invoices, letters, membership forms, inserts, and envelopes. Contract includes, but is not limited to, the forms as referenced. Postage will be separately handled (see Item #13) and should not be included in cost estimates on Bid Summary Sheet. No guarantee of volume of printed documents is given.

Preprinted envelopes, to be prepared and maintained in the inventory of the Contractor, must be developed to the exact specifications (data fields, size and parts, color, etc.) as determined by EMS. All other forms must also be developed to EMS' specification.

Contractor will receive variable information via secure file transfer. The preferred method of transmission is ftp://. Successful Contractor's system should have capability of running encryption software PGP Corporate Desktop 9.6, Windows version, as may be upgraded from time to time. Alternate modes of transmission will be considered if mutually acceptable and there is no additional cost involved. The ftp site the files are placed on must not be shared with anyone.

**2. Laser Print Quality:**

Print quality will be a minimum of 600 DPI laser print. All work products resultant from this contract must be scan-able.

**3. Quality And Performance Assurance:**

Accuracy, readability and timeliness are of paramount importance under this contract, and to assure a high quality of resultant services and product(s), will be periodically inspected by Pinellas County EMS. The final product(s) will be inspected visually and any product(s) with significant defects will be rejected and reprinted at no cost to EMS.

**4. Backup Procedure:**

Successful Contractor shall guarantee no more than twenty-four (24) hours down time. A provisional plan must be submitted by the Contractor prior to commencement to provide service thereafter with no interruption in the processing of daily work. Contractor will do a backup of each file daily. Each backup will be retained for a minimum of one week.

**5. Delays In Mailing Work:**

Work that is delayed due to print problems will be reported to EMS by 3:30 p.m., Eastern Standard Time, the same day. An estimate of the resolution time should accompany the notification. (Refer to Item # 9 for mailing deadlines.)

**6. Prices:**

Bidders are to include per document pricing based upon a standard size of 8 ½ x 11" sheet of paper, plus envelopes used. See Section F, Bid Summary Page

**7. Artwork:**

EMS will supply initial artwork for logo. Color requirements for EMS logo are Blue PMS300CV and Red PMS485CV. Pinellas County logo PMS colors are Blue 653C, Yellow 128C and Red 179C. Any artwork, enhancements to the printing procedures, plates, or forms designed, or created in the course of this contract, including CDs and/or discs, shall become the property of EMS, but shall remain in the Contractor's possession until the expiration of the contract, at which time they will be turned over to EMS. All artwork will remain as copy righted and ownership by the County and shall be returned upon end or cancellation of contract.



**SECTION E - SPECIFICATIONS (Cont'd)****8. Contractor's Facility:**

ALL LASER PRINTING AND MAILING WILL BE DONE AT THE SUCCESSFUL CONTRACTOR'S FACILITY; NO SUBCONTRACTING.

**9. Mailing:**

Contractor will meter and mail invoices/letters at the lowest first class pre-sort rate, bar code, zip + four. "ADDRESS SERVICE REQUESTED" is preprinted on the envelopes for return mail service if the mail is undeliverable as addressed. If daily mail does not qualify for a lower first class pre-sort rate, it can be combined with the next days work to get the lowest first class pre-sort rate. Mail should not be held more than two business days. Mail should be delivered to the closest main post office by 6:00 p.m.

It is acceptable to use an indicia for the postage as opposed to a meter.

**10. Daily Verification Of Transmissions:**

EMS will place an encrypted data file on the Contractor's secure ftp site each business day. The Contractor will confirm via email within two hours of receipt of the data file, the total number of letters, invoices, forms, etc. contained within the data file. EMS will use the information contained within the Contractor's email to verify that the number of accounts contained in the data file and the number of accounts received by the Contractor agree. There may be occasions when more than one data file is transmitted to the Contractor on a particular day due to the size of the files. In this circumstance, both files will be placed on the ftp site at the same time, and totals should be combined in the totals reported via the contractor's email.

**11. Bi-Weekly (Print Activity) And Monthly (Postage) Billing Procedures:**

A bill will be supplied to EMS once every two weeks, detailing all printed forms/envelopes used by day and any special printing requested by EMS. Postage will be billed to EMS on a separate invoice, once a month. This invoice should include a list of daily postage used from the postage account and the balance remaining in the account. (Refer to Item # 13 for additional Postage information.)

**12. Inventory:**

**Contractor will maintain a 60-day inventory of the following envelopes for the daily printing process:**

- #10 – left window envelopes – 2/0 onto 20# envelopes
- # 9 – closed-face preprinted envelopes – 1/0, onto 20# white wove

A 60-day inventory of #10 right window and #10 left window preprinted envelopes - 2/0 onto 20# white wove may also be required to be kept in inventory for delivery to EMS as needed with sufficient lead time. (The #10 right window envelopes are for HCFA's and the #10 left window envelopes are for invoices/letters mailed from EMS, and do not include the preprinting of ADDRESS SERVICE REQUESTED.) Pricing should be reflected on the bid summary for this. EMS will determine if these will be needed.

EMS retains unused #9 envelopes from returned mail. Contractor will be responsible for periodic pick-up, at no additional charge to EMS, so envelopes can be reused.

**13. Postage:**

Postage is estimated at \$80,000 per year. The successful Contractor will be provided a check for approximately \$10,000 for the set up of a postal account. Each month, the contractor is required to send details of postal expenditures, which is the basis for replenishment of the postal account (refer to Item # 11). Printing costs indicated on Bid Summary Page should NOT include postage.

**SECTION E - SPECIFICATIONS (Cont'd)****14. Sample Forms/Files:**

A sample of an invoice and letter are attached. Attachment A Sample packets of new membership, final membership renewal, Vial of Life and Flyer inserts are available by contacting [inowacki@pinellascounty.org](mailto:inowacki@pinellascounty.org). Also included is a list of approximately thirty-five (35) messages that will be required to print on invoices. We also use approximately five different letters, however, only one sample is attached. The data file indicates which message/letter to print on a given invoice. EMS reserves the right to change/add messages and/or wording as is reasonable without incurring additional costs. Some of the samples are originals and some, due to privacy regulations that require redacting, are copies. Refer to Paragraph Items 17-22 below for descriptions and paper/ink color requirements.

Our software (Zoll Data Systems - RescueNet) provides a proprietary file (DANTOM) that must be accepted with no modifications on the part of EMS. The data file layout that may be used for programming is included in the sample packet. Any additional expense that must be incurred (such as, but not limited to, the creation of a print image) would be solely the responsibility of the successful Contractor.

No pre-printed forms are provided by EMS. It is the Contractor's choice should they desire to pre-print a supply of forms with non-variable information (such as logo and return address); no additional compensation will be made regardless of printing methods.

**15. On-Site Inspection:**

Item # 8 indicates that capability to provide services including facilities and equipment must be shown. County staff may conduct an on-site inspection of facilities prior to, or after contract award.

**16. HIPPA/Confidentiality:**

EMS conducts activity, which falls under the Health Insurance Portability and Accountability Act (HIPAA). This requires all Business Associates (companies with which EMS conducts business that will view private information) sign a Business Associate Agreement. (copy attached.) Successful Contractor agrees to keep all names, addresses and medical information used for printing confidential and secure. Refer to Business Associate agreement attached. Due to federal HIPAA requirements, there is no allowance for errors.

**17. Invoices:**

Contractor will receive a data file via secure file transfer (see Item # 1), 5 days a week, excluding weekends and holidays, by approximately 12:00 p.m., Eastern Standard Time. EMS is willing to consider other modes of transmission if they are satisfactory to both parties and do not require additional expenditures. The file will be data only; the successful Contractor is responsible for the programming related to print image creation.

The Contractor will laser print invoice forms (1/1 or 3/1, perforation on lower portion) and variable data on 24# white bond paper. This will include an OCR scan line with the run number and invoice amount, to enable remittance stubs to be processed by automated equipment. Invoices will be perforated on the lower portion to enable tear-off of remittance stub. Variable data is printed only on one side. Invoices will be two sided, with an Insurance Information request on the back of the form (sample provided). When invoices have multiple pages, they will be inserted into one envelope, with up to two inserts. All invoices will be Z-folded. An invoice package includes invoice(s), #9 closed-face preprinted envelope, and up to two additional inserts, inserted into a #10 left window envelope. Special messages may be requested by EMS to be printed on invoices, such as holiday schedules, special hours of business, or a special event at no additional cost to EMS. County owns all artwork and plates created. In addition, the County will not pay for over runs.

Contractor will then meter and mail invoices at the lowest first class pre-sort rate, bar code, zip + four. If daily mail does not qualify for a lower first class rate, it can be combined with the next days work to get the lowest first class pre-sort rate. Mail should not be held more than two business days. Mail should be delivered to the closest main post office by 6:00 p.m.

Contractor will provide quality control checks, using 2D barcode technology next to the address to insure continuity of the invoices and to detect breaks or a missing invoice in the pieces of mail being processed.

**SECTION E - SPECIFICATIONS (Cont'd)**

Occasionally an invoice or letter may be printed with "UNKNOWN" as the customer name, and "XXXXX's" as the city & state. These are typically found by EMS prior to file transmission, but should this occur, copies should be faxed to our office weekly for EMS to correct. These should not be mailed back to the EMS office.

The bid summary should reflect pricing for 1-color and for 3-color printing; EMS will choose between these options.

**18. Letters:**

Contractor will receive a data file via secure file transfer (see Item # 1), 5 days a week, excluding weekends and holidays, by approximately 12:00 p.m., Eastern Standard Time. EMS is willing to consider other modes of transmission if they are satisfactory to both parties and do not require additional expenditures. The file will be data only; the successful Contractor is responsible for the programming related to print image creation.

The Contractor will laser print letters (1/0 or 3/0, one-sided, perforation on lower portion) on 24# white bond paper, and Z fold, insert the letter, #9 closed-face preprinted envelopes, and up to two inserts into a #10 left window envelope. Letters will be perforated on lower portion to enable tear-off of remittance stub.

Contractor will then meter and mail letters at lowest first class pre-sort rate, bar code, zip + four. If daily mail does not qualify for a lower first class rate, it can be combined with the next days work to get the lowest first class pre-sort rate. Mail should not be held more than two business days. Mail should be delivered to the closest main post office by 6:00 p.m.

Contractor will provide quality control checks, using 2D barcode technology next to the address to insure continuity of the letters and to detect breaks or a missing letter in the pieces of mail being processed.

Occasionally an invoice or letter may be printed with "UNKNOWN" as the customer name, and "XXXXX's" as the city and state. These are typically found by EMS prior to file transmission, but should this occur, copies should be faxed to our office weekly for EMS to correct. These should not be mailed back to our office.

The bid summary should reflect pricing for 1-color and for 3-color printing; EMS will choose between these options.

**19. Membership Renewals:**

Each year, approximately the first week of January, membership renewal forms are mailed to all active members. This mailing is estimated at 7,000 members. A copy of the form used in the prior year will be supplied by EMS; all changes indicated will be made by the Contractor and approved by EMS. An Excel spreadsheet file or data file download will be sent to the Contractor, which includes all current members (head of household) and their addresses. The renewal application should be printed (1/1, upper perforation) on 60# paper with blue ink, and mailed full first class postage. When renewals are printed, they will be accompanied by a #9 closed face preprinted envelope and up to two inserts which will be put into a #10, special left window envelope. The outer envelope for this packet requires the message 'MEMBERSHIP MATERIAL ENCLOSED' on the left hand side under the Sunstar name and address.

**20. New Memberships:**

The new membership application forms are to be printed on 60# color paper (1/1), upper perforation. This mailing is estimated at 5,000. A different color paper may be selected each year by EMS. After the forms have been approved by EMS, the application, a #9, closed-face preprinted envelope, and up to two inserts will be put into a #10, special, closed-face envelope, and delivered directly to EMS. The outer envelope for this packet requires the message 'MEMBERSHIP MATERIAL ENCLOSED' on the left hand side under the Sunstar name and address.

**21. Membership Final Renewals:**

In February, the Contractor will receive an Excel spreadsheet file or data file download, which will include all members who have not returned a renewal form from the January mailing. This mailing is estimated at 4,000 members, and will be the same format as the January email. A large watermark will be printed on these renewal applications indicating, "LAST CHANCE TO RENEW". This renewal will be printed (1/1, upper perforation) with red ink on 60# paper. The application and a #9 closed-face preprinted envelope and up to two inserts, will be mailed in a #10 special left window envelope. All membership will be mailed full first class postage. The outer envelope for this packet requires the message 'MEMBERSHIP MATERIAL ENCLOSED' on the left hand side under the Sunstar name and address.

**SECTION E - SPECIFICATIONS (Cont'd)****22. Inserts:**

EMS reserves the right to add up to two inserts with each invoice and/or letter. Inserts are usually 8½" x 11. There are two types of inserts. The first type is our Membership Application Insert (Most Frequently Asked Questions – sample attached as part of Membership packets) for which the required quantity and usage are known. This is printed 1/1 on 60# color paper. Color paper is to be determined each year by EMS. The second type of insert is for items that may be needed from time to time as determined by EMS. These may be one or two-sided, color paper, color ink, or black and white. They may be mailed with invoices, letters, membership applications, or alone. EMS will determine if/when such mailings will occur and notify Contractor with sufficient lead-time. Two samples of optional inserts (Vial of Life and Membership Flyer) are also attached. For the Vial of Life insert, two stickers are also required and the Contractor should consider this as part of the bid price. Also for the Vial of Life, the bid summary should reflect pricing for 3/1 and 6/1 printing; EMS will choose between these two color options. Optional items are listed on the bid summary 'as needed' since the quantity will be determined on a case-by-case basis. The cost for set-up of new forms, if any, is separately listed on the Bid Summary under Other Services. Optional items may be provided by EMS, however, the Contractor usually prints and provides these inserts.

**23. Address Filters/Services:**

**EMS requests to have the following services available as part of the printing services. EMS reserves the right to select each service it will utilize. Bid summary page should indicate whether the cost is part of the standard printing services (thus no separate per unit charge) or the per hit charge. Note this element varies from the cost of printing, which is cost per thousand. The successful Contractor, not EMS will have and utilize software necessary to provide these services. All services will be applied against every file transmission. Daily updates/corrections are made prior to mailing so addresses identified as missing/old/incomplete are sent to the correct address. For any 'hits' where an update to our customer file is necessary, daily files must be sent back electronically to EMS in an automated file to update the patient account.**

**Dual Address Standardization (DAS):** The address information is run through USPS standardization software program(s) to ensure address accuracy. This process matches the ZIP+4 codes to append the delivery point barcode for all 'hits' and identifies any potential undeliverable-as-addressed mail pieces.

**National Change of Address (NCOA):** This is a lookup service to locate a Change of Address (COA-PS Form 3575). The new address is used to mail the letter and must be sent back electronically to EMS in an automated file to update the patient account.

**Address Element Correction (AEC):** If the address we have is not complete or some elements are missing or incorrect, or the successful contractor's address-matching software cannot match an address (ZIP+4) in the USPS database, AEC (USPS service) will correct and standardize address elements. A file containing corrections must be sent back electronically to EMS in an automated file to update the patient account.

**Electronic Return Mail (ERM):** If an address is processed through DAS and AEC without creating a correct address, the mail is undeliverable-as-addressed. A listing identifying each item (patient) and the USPS error code is created in an automated file and must be sent back electronically to EMS to update the patient account. This is in lieu of actually printing and mailing the items identified as undeliverable, thereby saving the cost of printing and postage.

**Address Correction/Update Interface:** If there is the ability to provide an interface with our Zoll Data Systems RescueNet Billing system to automatically correct/update address information, this should be included in the services available. The Contractor must be able to provide vendor references who currently utilize this feature successfully.

**24. Other Services:**

Bidders are encouraged to list any other services available, which were not previously indicated. These should be listed under 'Other' in the Bid Summary, and separately priced or indicated as included in services provided. There is no guarantee these services will be used.

**25. Unspecified:**

These items will not be used to determine award and are not guaranteed to be used.

**SECTION E - SPECIFICATIONS (Cont'd)****PART B - CLEARINGHOUSE SERVICES****1. CLEARINGHOUSE SERVICE REQUIREMENTS:**

Pinellas County Public Safety Services, Emergency Medical Services (EMS) transmits and processes approximately 22,000 electronic ambulance billing claims to Commercial Insurances and 175,000 Medicare eligibility verification transactions annually. EMS currently utilizes the Zoll Data System RescueNet Dispatch Billing & Collections System.

Electronic claim submission must include, but not be limited to: Aetna, Blue Cross Blue Shield, Cigna, Humana, and United Healthcare.

Eligibility verifications should include, but not be limited to: Medicare.

No guarantee of volume is given, and may be more or less than the quantities indicated above.

**2. QUALITY AND PERFORMANCE ASSURANCE:**

Electronic insurance claim transmission and eligibility verification services are a critical function of the EMS ambulance billing & collection process. Reliability, accuracy, rapid response time and ease of use are all essential elements and are of paramount importance under this contract.

Excellent customer support with same day response, including free phone support, is also of significant importance.

Services and access to information should be available 24/7. Successful Contractor shall guarantee no more than twenty-four (24) hours down time.

**3. SET-UP, IMPLEMENTATION, AND USER-TRAINING:**

Enrollment, software installation, individual user security and profile setup for approximately thirty (30) users. Software installation, testing, implementation and user-training should be as fast as can reasonably be expected.

**4. HIPAA/CONFIDENTIALITY:**

EMS conducts activity that falls under the Health Insurance Portability and Accountability Act (HIPAA). This requires all Business Associates (companies with which EMS conducts business that will view private information) sign a Business Associate Agreement. A copy is attached. Successful Contractor agrees to keep all names, addresses and medical information confidential and secure. Refer to Business Associate agreement attached. Due to federal HIPAA requirements, there is no allowance for errors.

**5. FILE FORMAT:**

File format and transaction types must be compatible with existing Zoll RescueNet billing software.

<b>SECTION E - SPECIFICATIONS (Cont'd)</b>
--

**6. OTHER:**

Bidders are encouraged to list and provide any other detailed information about their services which were not previously indicated. This includes, but is not limited to the following:

- Internet based
- Data format
- Integration capability with existing Zoll RescueNet billing software
- Online claim filing submission and correction for CMS 1500 claim forms
- Claim transmission acceptance/rejection response time
- Payer claim acknowledgements
- Online editing
- Re-submission of rejected claims
- Claim tracking features
- Claim management tools
- Online, real-time reports
- Online, real-time eligibility response times
- Eligibility response information returned
- Support
- Other



## SECTION F - BID SUMMARY

**Bid Title: Laser Printing/Direct Mail/Clearinghouse Services for Emergency Medical Services**  
**Bid Number: 089-0459-B (LN)**

**PART A - LASER PRINTING/DIRECT MAIL**

	Description	Paper	Perforation	Envelope Size	Ink Color	Annual Est. Quantity	Cost Per Thousand	Total
1a*	Invoices with messages	24# white bond	bottom	N/A	1/1	200,000	\$	\$
1b*	Invoices with messages	24# 3-color ink	bottom	N/A	3/1	200,000	\$	\$
2a*	Letters	24# white bond	bottom	N/A	1/0	10,000	\$	\$
2b*	Letters	24# 3-color ink	bottom	N/A	3/0	10,000	\$	\$
3	Preprinted envelopes	20# white wove	none	#9 closed-face	1/0	226,000	\$	\$
4	Preprinted envelopes	20# white wove	none	#10 left window	2/0	210,000	\$	\$
5	New Membership App Forms	60# colored paper	upper	N/A	1/1	5,000	\$	\$
6	Membership 1 <sup>st</sup> renewal forms	60# white wove	upper	N/A	1/1	7,000	\$	\$
7	Membership final renewal forms	60# white wove	upper	N/A	1/1	4,000	\$	\$
8	Membership renewal preprinted envelopes	20# white wove	none	#10 left window	2/0	11,000	\$	\$
9	New Membership preprinted envelopes	20# white wove	none	#10 closed-face	2/0	5,000	\$	\$
10	Envelopes (HCFA's)	20# white wove	none	#10 right window	2/0	30,000	\$	\$

## SECTION F - BID SUMMARY (CONT'D)

	Description	Paper	Perforation	Envelope Size	Ink Color	Annual Est. Quantity	Cost Per Thousand	Total
11	Membership application insert (Most Frequently Asked Questions)	60# color paper	none	N/A	1/1	16,000	\$	\$
12a*	Membership Vial of Life insert with 2 stickers	60# white wove	none	N/A	6/1	16,000	\$	\$
12b*	Membership Vial of Life insert with 2 stickers	60# white wove	none	N/A	3/1	16,000	\$	\$
13	Membership First Care Flyer	60# white wove	none	N/A	2/0	50,000	\$	\$
SUB-TOTAL								\$

## ADDRESS FILTERS/SERVICES:

	Description	Estimated Quantity	Cost/Hit	Total
14	Dual address standardization (DAS)	210,000	\$	\$
15	National change of address (NCOA)	5,000	\$	\$
16	Address element correction (AEC)	4,000	\$	\$
17	Electronic return mail	15,000	\$	\$
18	Address change service	1,000	\$	\$
SUB-TOTAL				\$
TOTAL BID				\$

SECTION F - BID SUMMARY (CONT'D)

These items will not be used to determine award and are not guaranteed to be used

UNSPECIFIED AMOUNT \$10,000.00

Optional Services:

19	Address/Filter Services-- other(describe)	\$	
20	Cost PER HOUR for new form set-up / typesetting	\$	Per Hour
21	Cost PER UNIT (stipulate) for on-demand listings	\$	Per Unit
22	Other-(Describe)		

:

Optional Inserts:

	Description	Estimated Quantity	Cost Per Thousand
23	One-sided insert, white paper, 1-color ink	As Needed	\$
24	One-sided insert, white paper, 2-color ink	As Needed	\$
25	One sided insert, color paper, 1 color ink	As Needed	\$
26	Two-sided insert, white paper, 1-color ink	As Needed	\$
27	Two-sided insert, color paper, 1 color ink	As Needed	\$

## SECTION F - BID SUMMARY (CONT'D)

**PART B - CLEARINGHOUSE SERVICES**

Transaction Grouping	Cost Per Month		TOTAL
10,000	\$	x 12	\$
Additional Charge Per Transaction	\$	X 10,000 transactions	\$
Initial Set-up Fee			\$
TOTAL			\$

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

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

<b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give form to the requester. Do not send to the IRS.</b>
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"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	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.

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

Social security number
or
Employer identification number

**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: Laser Printing/Direct Mail/Clearinghouse Services for Emergency Medical Services  
Bid No: 089-0459-B (LN)

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

ADDENDUM 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) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department’s website at, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , listed under category ‘Current Bids’.



SECTION H - STATEMENT OF NO BID

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

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

We, the undersigned have declined to submit a bid for No. **089-0459-B (LN)** for **Laser Printing/Direct Mail/Clearinghouse Services for Emergency Medical Services**

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

REMARKS:

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

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

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

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

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

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

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

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

## 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 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, acknowledgment 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, bylaws, 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 FOR SERVICES**

**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.



PO BOX 31074  
TAMPA FL 33631-3074  
(727) 582-2008

SAMPLE - Letter (there  
are various messages)

03/03/2009

Run Number:  
Patient Name:  
Date of Transport:

Origin:  
Destination:

**Amount Due: \$484.43**

Dear Patient or Guarantor:

SUNSTAR has a record of an ambulance transport for the date of service indicated.  
Please refer to the paragraph below for the reason Medicaid will not pay.

**IF YOU HAVE MEDICAID ONLY:** The transport does not meet the criteria for payment  
by Medicaid.

**IF YOU HAVE MEDICARE AND MEDICAID:** Medicare was filed and has denied your  
claim. Since Medicare denied, Medicaid will not pay. If you would like SUNSTAR to  
file your claim to Medicare Review, please obtain a letter of medical necessity from  
your doctor, or the hospital records, forward to our office within 30 days, and Sunstar  
will file to Medicare Review for you.

**IF YOU HAVE INSURANCE AND MEDICAID:** Your insurance has denied payment of  
your claim. When insurance denies, Medicaid will not pay the claim. Please call your  
insurance company if you do not agree with the denial.

This balance is now your responsibility. If you have any questions, please call our  
billing office at: 727-582-2008.

Sincerely,

SUNSTAR Emergency Medical Services

\*\*\* DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT. THANK YOU. \*\*\*

12490 Ulmerton Road  
Largo, FL 33774-2703

RUN NUMBER:  
PATIENT NAME:

March 3, 2009

AMOUNT ENCLOSED: \$

#BWNLLMH  
PATIENT NAME  
PATIENT ADDRESS



SUNSTAR EMERGENCY MEDICAL SERVICES  
PO BOX 31074  
TAMPA FL 33631-3074



PO BOX 31074  
TAMPA FL 33631-3074  
(727) 582-2008

SAMPLE - Invoice (there  
are various messages)

Patient Name:  
From:  
To:

PATIENT NAME  
PATIENT ADDRESS

Run Number:  
Invoice Date: 04/28/2009  
Date of Transport: 04/16/2009



Tax ID: 59-6000800  
NPI: 1679520571

If you have insurance which covers this service, please complete the back of this form,  
return in the enclosed envelope and Sunstar will file a claim for you. If you do not have  
insurance, please pay the balance due.

Description	Qty.	Price	Adjustment	Amount
A0427 ALS1 Emergency Base Rate	1	473.73	0.00	473.73
A0425 Mileage per Loaded Mile	9	96.30	0.00	96.30

PLEASE PAY THIS AMOUNT:

\$570.03

If you have any questions, call (727) 582-2008.

\* Charges and payments received after this notice date will appear on your next statement.

***Please refer to your run number on all correspondence.***

\*\*\* DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT. THANK YOU. \*\*\*

12490 Ulmerton Road  
Largo, FL 33774-2703

April 28, 2009

PATIENT NAME			AMOUNT DUE
			\$570.03
RUN NUMBER	DATE OF TRANSPORT	INVOICE DATE	AMOUNT ENCLOSED
	04/16/2009	04/28/2009	\$

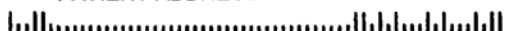
WE ACCEPT



MAKE CHECKS PAYABLE TO:

SUNSTAR EMERGENCY MEDICAL SERVICES  
PO BOX 31074  
TAMPA FL 33631-3074

#BWNLLMH  
376\*\*\*\*\*SINGLE-PIECE  
PATIENT NAME  
PATIENT ADDRESS



Communications concerning disputed debts and instruments tendered as full satisfaction of a disputed debt should be sent to the  
following designated address: Sunstar Attn: Accounting Credit Control 12490 Ulmerton Road Largo, Florida 33774

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is entered into by and between ("Business Associate") and PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY/SUNSTAR (EMS).

### RECITALS

**WHEREAS**, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Health Information in order to perform such functions, activities or services;

**WHEREAS**, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164; and

**WHEREAS**, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Health Information" means information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.3 "Privacy Regulations" means the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.4 "Services" means the services provided by Business Associate pursuant to the Underlying Agreement(s), replacement or successor agreement(s), or if no such agreement(s) are in effect, the services Business Associate performs with respect to the Covered Entity.

1.5 "Underlying Agreement" means the services agreement executed by the Covered Entity and Business Associate, if any.

1.6 "Use" or "Uses" mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within Business Associate's internal operations.

### ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective immediately upon execution of this agreement or the agreement to which it is appended.

2.2 Permitted Uses and Disclosures of Health Information. Business Associate is authorized to and shall:

a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of Covered Entity:

b. Use Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity provided that Covered Entity shall not request Business Associate to Use or Disclose Health Information in a manner that would not be permissible if done by Covered Entity.

Business Associate shall not Use Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described herein will not violate the Privacy Regulations or Florida law if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the proper management and administration of the Business Associate, provided that with respect to any such Disclosure either (a) the Disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the Disclosure would not otherwise violate Florida law and Business Associate obtains reasonable written assurances from the person to whom the information is to be Disclosed that such person will hold the information in confidence and will not Use or further Disclose such information except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.6 Availability of Internal Practices, Books and Records. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), for purposes of determining Covered Entity's compliance with the Privacy Regulations.

2.7 Access to and Amendment of Health Information. Business Associate shall, to the extent Covered Entity determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (a) make the Health Information specified by Covered Entity available to Covered Entity or to the individual(s) identified by Covered Entity as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by Covered Entity. Business Associate shall provide such access and make such amendments within the time and in the manner specified by Covered Entity.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Health Information made by Business Associate or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

2.9 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Health Information from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement with respect to such Health Information.



### ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1 Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices to the extent such limitation(s) may affect Business Associate's Use or Disclosure of Health Information.

### ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the term of the Underlying Agreement(s).

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

a. notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;

b. upon written notice to Business Associate, immediately terminate this Agreement and the Underlying Agreement(s) if Covered Entity determines that such breach cannot be cured; or

c. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

4.3 Termination for Breach of Section 5.2. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 5.2 or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Health Information. However, if the Business Associate determines that neither return nor destruction of Health Information is feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Health Information, and (b) further limits Uses and Disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

### ARTICLE V MISCELLANEOUS

5.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement(s), at Business Associate's expense, Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors or agents (the "Indemnities") against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of Business Associate's workforce. Business Associate's obligation to indemnify the Indemnitees shall survive the expiration or termination of this Agreement for any reason.

5.2 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates on behalf of Covered Entity. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with

Covered Entity, concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

5.3 Relationship to Underlying Agreement(s) Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).

5.4 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.5 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.6 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

5.11 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

If to Business Associate:

If to Covered Entity:                      Director, EMS  
12490 Ulmerton Road  
Largo, Florida 33774

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.12 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Pinellas County. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.12. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.12.

5.13 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date stated above.

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

By:\_\_\_\_\_

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

Approved as to form  
By: \_\_\_\_\_  
Office of the County Attorney

**PINELLAS COUNTY PURCHASING  
PRE-BID SIGN IN SHEET**

CONTRACT# 089-0459-B (LN)	CONTRACT TITLE: LASER PRINTING /DIRECT MAIL/CLEARINGHOUSE SERVICES FOR EMERGENCY MEDICAL SERVICES	LOCATION(S) OF MEETING: PINELLAS COUNTY PURCHASING CONFERENCE RM, 400 S. FT HARRISON AVENUE, 5 <sup>TH</sup> FLOOR, ROOM 516, CLEARWATER, FL 33756
DATE & TIME: Monday, July 20, 2009	PURCHASING STAFF: Lucy Nowacki, Procurement Analyst	

All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)

\*\*\*\*\* PLEASE PRINT \*\*\*\*\*

	NAME OF ATTENDEE * COMPANY REPRESENTED	ADDRESS	TELEPHONE # CELLULAR #	FAX# EMAIL ADDRESS
1.	Karen Corvone-Lutz Pinellas County EMS		727-582-2526	keervone@pinellascounty.org
2.	Barbara A. Shields Pinellas County EMS		727-582-2015	727-582-2021 bashreels@pinellascounty.org
3.	LINDA SHULTZ Pinellas County EMS		727-582-2042	727-582-2021 lshultz@pinellascounty.org
4.	MARTY BIELECKI SW DIRECT.		800-968-5798 x33 239-247-4419	mbielecki@swdirect.com
5.				
6.				
7.				
8.				

\* NOTE: If your are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)

**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**

July 21, 2009

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: LASER PRINTING/DIRECT MAIL/CLEARINGHOUSE  
SERVICES FOR EMERGENCY MEDICAL SERVICES

BID NUMBER: 089-0459-B (LN)

BID SUBMITTAL IS DUE: JULY 30, 2009 @ 3:00 PM

**ADDENDUM NO. 1**

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

**1) Section F, Option Inserts. Are these inserts a full sheet - 8.5 x 11 or a third of a sheet (8.5 x 3/2/3)?**

**Answer:** Optional inserts would be a full sheet (8.5 x 11).

**The following clarification and questions were presented at the Pre-Bid Meeting held on July 20, 2009.**

**Clarification:** Section A. Laser Printing/Direct Mail Services and Section B. Clearinghouse Services may be bid independently. It is not required to bid on both services.

**Questions:**

**1) Is the 800,000 quantity an accurate number?**

**Answer:** Yes. This consists of an average of 18,000 invoices and 500 letters generated per month. The remainder being renewal notices to current members, new member applications and the ambulance membership program.

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](http://www.pinellascounty.org/purchase)



**2) Is a PDF acceptable for #3. Quality and Performance Assurance?**

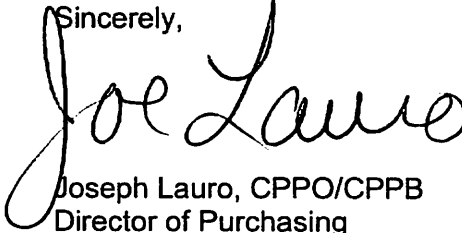
Answer: Yes.

**3) #22. Inserts - Vial of Life insert requires two stickers. Who provides these stickers?**

Answer: The vendor shall provide the stickers.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 25 under Addendum No. 1 and return with completed bid package.

Sincerely,  
  
Joseph Lauro, CPPO/CPPB  
Director of Purchasing