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AWARD PENDING

# Emergency Storm Response Tanker and Pump Truck Services

★ Solicitation **1** UTILITIES **3** 05585, 06583, 07053, 07080, 07082... show all

Project ID: 25-0200-ITB

Release Date: Wednesday, March 26, 2025 · Due Date: Thursday, April 17, 2025 3:00pm

Posted Wednesday, March 26, 2025 1:55pm

☐ Bid Unsealed Thursday, April 17, 2025 3:02pm by Kieran Gallagher

Pricing Unsealed Thursday, April 17, 2025 3:02pm by Kieran Gallagher

All dates & times in Eastern Time



# 1. Notice

### **SOLICITATION**

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV

ITB - Services

25-0200-ITB

Emergency Storm Response Tanker and Pump Truck Services

ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.

**SOLICITATION MEETINGS:** Site Visit: None; Pre-Conference: None

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for Contractor/Vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement

Should you need technical assistance with OpenGov, the following options are available:

(https://procurement.opengov.com/signup) to participate in active County solicitations.

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email:procurement-support@opengov.com

Chat is available in the OpenGov application

Web:https://help.procurement.opengov.com

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to https://procurement.opengov.com/portal/pinellasfl. Receipt of addenda confirmation is required in OpenGov.

**AUTHORIZED BY:** 

Merry Celeste, CPPB

**Division Director of Purchasing** 

## Post Information

**Posted At:** Wed, Mar 26, 2025 1:55 PM

Sealed Bid Process: Yes (Bids Unsealed / Pricing Unsealed)

Private Bid: No

# 2. Introduction

# 2.1. Summary

In accordance with attached specifications, it is the intent of Pinellas County Utilities (PCU) to establish a contract for Pumping and Tankering Services to be used in emergency events, storm response, and as needed or required.

FEMA grant requirements are included with this contract as emergency events may qualify for FEMA reimbursement to the County.

# 2.2. Contact Information

Kieran Gallagher

Procurement Analyst Coordinator 400 S Ft. Harrison Ave Clearwater, FL 33765

Email: kgallagher@pinellas.gov

Phone: (727) 469-8811

**Department:** 

UTILITIES

### 2.3. Timeline

Issue Date: March 26, 2025

Question Submission Deadline:

April 8, 2025, 3:00pm

Proposal Submission Deadline:

April 17, 2025, 3:00pm

# 3. Instructions & General Conditions for Submittals

## 3.1. DEFINITIONS

- A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with "Contract".
- B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer".
- C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with "Pinellas County".
- D. Submittal means a Respondent's submissions in response to this solicitation, and may be used interchangeably with the terms "submission", "bid", "quote" or "proposal," as applicable to the specific solicitation. For example, these terms should be interpreted to mean "bid" if this is an ITB, "quote" if this is an ITQ, and "proposal" if this is an RFP.

### 3.2. INSTRUCTIONS & PROCEDURES

- A. **PREPARATION OF SUBMITTAL** Submittal will be prepared in accordance with the following:
  - 1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.

2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.

- 3. Alternate submittals will not be considered unless authorized by the solicitation.
- 4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
- 5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that Contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
- 6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
- 7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Contractor.
- Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

### B. SUBMITTAL METHOD & FORMAT

Submittals must be uploaded utilizing the OpenGov procurement website
 (https://procurement.opengov.com/portal/pinellasfl). Failure to comply could result in
the submittal being rejected.

2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.

- 3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:
  - a. How do I convert my files to PDF format?
  - b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
  - c. Should I scan everything and save as PDF?
  - d. Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

# C. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) Contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean Contractors or the principles thereof, which have a direct or indirect ownership interest in another Contractor for the same solicitation or in which a parent company or the principles thereof of one (1) Contractor have a direct or indirect ownership interest in another Contractor for the same solicitation.

### D. INTEGRITY OF SOLICITATION DOCUMENTS

1. Contractors will use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the Contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the Contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a Contractor wishes to propose must be clearly stated in the Contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

#### E. LATE SUBMISSION OR MODIFICATIONS

- 1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- Modifications in writing received prior to the time set for the submittal will be accepted.

### F. WITHDRAWAL OF SUBMITTAL

 The submittal may be withdrawn prior to the solicitation opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

### G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

1. No oral interpretations will be made to any firms as to the meaning of specifications or any other Contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation

made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

#### H. REJECTION OF SUBMISSION

- 1. The County may reject a submittal if:
  - a. The Contractor incorrectly states or conceals any material fact in the solicitation.
  - b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
  - c. The solicitation is conditional, except that the Contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the Contractor was invited.
  - d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
  - e. The County reserves the right to waive minor informalities or irregularities in any submittal.

### **I. PUBLIC REVIEW AT OPENING**

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

### J. TABULATION INQUIRIES

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

### 3.3. JOINT VENTURES

Contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

## 3.4. AWARD OF CONTRACT - ITB

- A. The contract will be awarded to the lowest responsive, responsible bidder(s) whose submittal, conforming to the solicitation, 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 respondent(s) qualifies their bid by specified limitations. See Rejection of Submission.
- C. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal then the contract will be awarded by drawing lots in public.

D. Prices quoted must be Free on Board (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 respondent, will result in a binding contract without further action by either party.

### 3.5. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

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

"If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."

"The formal written protest shall identify the protesting party and the solicitation involved; include a 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."

"A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. 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 respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

"Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

### 3.6. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voicedd) fax 727-464-4157, not later than seven days prior to the proceeding.

### 3.7. 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 will provide such additional requirements as may become necessary.

### 3.8. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## 3.9. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the Contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the Contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The Contractor will promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the

Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion, by certified mail, within thirty days of receipt of notification by the Contractor.

- C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:
  - 1. Pinellas County Clerk of Circuit Court Division of Inspector General
  - 2. Phone (727) 45FRAUD (453-7283)
  - 3. Fax 727-464-8386

### 3.10. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

## 3.11. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any Contractor 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. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

### 3.12. 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 submittal and/or award.

# 3.13. CORPORATE REGISTRATION

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 <a href="https://www.flsenate.gov/Laws/Statutes/2011/607.1501">www.flsenate.gov/Laws/Statutes/2011/607.1501</a>.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit <a href="mailto:dos.myflorida.com/sunbiz/">dos.myflorida.com/sunbiz/</a> for this information on how to become registered.

### 3.14. DESCRIPTION OF GOODS/SERVICES/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. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the Contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

### 3.15. E-VERIFY

The Contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they must immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

### 3.16. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

### 3.17. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

# 3.18. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent Contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The 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. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

## 3.19. INSURANCE

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award

may result in the County to vacate the original determination or recommendation and proceed with recommendation to another Contractor.

### 3.20. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective respondent/proposer/protestor from contacting the Purchasing Department or the County Attorney's Office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for

quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

### 3.21. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

# 3.22. RESPONSIBLE VENDOR DETERMINATION

Vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

## 3.23. NON-EXCLUSIVE CONTRACT

Award of this agreement will impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. 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 agreements, this provision will apply separately to each term.

### 3.24. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- A. Pinellas County wishes to encourage its Contractors 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.
- B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive Contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, Contractor must certify that their materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.
- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors 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.
- D. 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 submittal received.

### **Definitions for Recycled Materials:**

**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.

### 3.25. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated, the Contractor(s) agree to make available to all "Eligible Users" the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and 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 resulting contract.

# 3.26. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will 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. 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.

### 3.27. PUBLIC ENTITY CRIMES STATEMENT

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any agreement awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

### 3.28. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation will belong exclusively to the County.

To the extent that Contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Contractor will provide an

additional copy of the Contractor's submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Contractor signature page, Contractor acknowledges and agrees:

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or Contractor will be deemed to have waived the trade secret designation of the materials;
- B. That to the extent that the Contractor with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the Contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- D. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total Contractor prices, the work, services, project, goods, and/or products to be provided by Contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the Contractor is not

acceptable to the County and will result in a determination that the Contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

### 3.29. TRUTH IN NEGOTIATIONS

The Contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto will be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

# 4. Special Terms & Conditions

# **4.1. INTENT**

It is the intent of Pinellas County to establish an Agreement for Emergency Storm Response Tanker and Pump Truck Services to be ordered, as and when required.

### 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a> to be <a href="https://pinellas.gov/county-standard-terms-conditions/">https://pinellas.gov/county-standard-terms-conditions/</a> to be <a href="https://pinellas.gov/county-standard-terms-conditions/">non-negotiable</a>:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (if the Agreement includes software, online, or digital content services)

Any terms required by law

### 4.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 36 months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.

# 4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for 2 additional 12 month period(s) beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. 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 extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

### 4.5. PRE-COMMENCEMENT MEETING

Not Applicable

### 4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

### 4.7. ASBESTOS MATERIALS

The Contractor must 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 must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is 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 Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

### 4.8. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

A. 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 agreement in accordance with the terms, conditions, and specifications.

## 4.9. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

### 4.10. PERFORMANCE SECURITY

Not Applicable

# 5. Insurance Requirements

# 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

# 5.2. INSURANCE (Requirements)

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in

place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

- B. The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at <a href="mailto:InsuranceCerts@pinellascounty.org">InsuranceCerts@pinellascounty.org</a> and to CTrax c/o JDi Data at <a href="mailto:PinellasSupport@ididata.com">PinellasSupport@ididata.com</a> by the Vendor or their agent prior to the expiration date.
  - 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at <a href="mailto:lnsuranceCerts@pinellascounty.org">lnsuranceCerts@pinellascounty.org</a>. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  - 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.

E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

- 1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
  - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
  - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
  - c. Provide that County will be an additional indemnified party of the subcontract;
  - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
  - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
  - f. Assign all warranties directly to the County; and
  - g. Identify the County as an intended third-party beneficiary of the subcontract.

    The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

The Named Insured on the Certificate of Insurance and insurance policy must match
the entity's name that responded to the solicitation and/or is signing the agreement
with the County.

- 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 Vendor.
- 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

### 5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

### A. Limits

- 1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$ 500,000
  - b. Per Employee Disease \$ 500,000
  - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <a href="https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/">https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/</a>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

### 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

### A. Limits

- 1. Combined Single Limit Per Occurrence \$ 1,000,000
- 2. Products/Completed Operations Aggregate \$ 2,000,000
- 3. Personal Injury and Advertising Injury \$ 1,000,000
- 4. General Aggregate \$ 2,000,000

# 5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

### A. Limit

1. Combined Single Limit Per Accident \$1,000,000

### 5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE

Excess of the primary coverage required, in paragraphs above. No explosion, collapse, or underground damage exclusions allowed.

### A. Limits

- 1. Each Occurrence \$ 1,000,000
- 2. General Aggregate \$ 1,000,000

# 5.7. POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE

For pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- A. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- B. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- C. Cost of Cleanup/Remediation.
- D. Limits
  - 1. Per Claim or Occurrence \$ 1,000,000

- 2. General Aggregate \$ 1,000,000
- E. For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

### 5.8. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

# 6. Scope of Work / Specifications

## 6.1. OBJECTIVE/JUSTIFICATION

Pinellas County Utilities (PCU) seeks a contractor to provide, during emergency and nonemergency events, all management, supervision, labor and equipment (to include pump trucks and tractor trailer tankers) to pump and transport domestic wastewater from sanitary sewer pump stations, wastewater treatment facilities and collection systems located throughout the PCU service area to other designated points in the collection system or wastewater treatment facilities.

It is the intent of PCU to award this contract to multiple Contractors.

# 6.2. FEMA REQUIRMENTS

Awarded vendor(s) may not be under a current or pending investigation for placement on the Federal Emergency Management Agency (FEMA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

Proposers must complete and upload FEMA Requirements "Exhibit G Disclosure of Lobbying Activities" form.

### 6.3. VEHICLE REQUIREMENTS

A. Contractor must have a minimum dedicated fleet of five (5) or more pump trucks and/or tractor trailer units for each group bid:

### **Group 1 - MINIMUM PUMP TRUCK SPECIFICATIONS:**

- Pumper trucks shall have a minimum tank capacity of 4,000 gallons.
- Pumper trucks shall have a minimum of 1,000 CFM (cubic feet per minute) under load at 18" (Hg) vacuum.
- Pumper trucks shall have a minimum of a four inch (4") or maximum of six inch (6") camlock connection on both suction and discharge ports.
- Minimum 100' 4" or maximum of 6" self-contained bypass hose for filling and discharge.

### **Group 2 - MINIMUM TRACTOR TRAILER TANKER SPECIFICATIONS:**

- Tractor Trailer tankers shall have a minimum tank capacity of 6,500 gallons.
- Tractor Trailer tankers shall have a minimum of a four inch (4") or maximum of six inch (6") camlock connection on suction and discharge ports.
- Minimum 100' of 4" or maximum 6" self-contained bypass hose for filling and discharge.

### Group 3 - MINIMUM HIGH OUTPUT MOBILE PUMP SPECIFICATIONS:

- High Output Mobile pump utilized to load tractor trailer tankers shall have a minimum output capacity of 4,000 GPM at 18' (Hg) suction head.
- · High Output Mobile pump shall have dry-prime capability.

### Group 4 - MINIMUM JET-VAC TRUCK SPECIFICATIONS:

- Jet-Vac Truck equipped with a minimum of 2,500 PSI @ 80 GPM max (pounds per square inch) water-cleaning device.
- Truck-mounted vacuum system that at a minimum, can remove sand and foreign debris at 3,800 CFM (cubic feet per minute) under load at 18" (Hg) vacuum.
- Jet hose must be a minimum of 1 inch in diameter and must be equipped with a sled to prevent the hose from traveling up a sewer lateral.

### 6.4. MOBILIZATION/DEMOBILIZATION

A. Mobilization and/or demobilization activities include, but are not limited to any required insurance, permits and any other pre-construction expenses necessary for the start of the work, excluding the cost of materials and labor included in the other pay items.
Demobilization activities include, but are not limited to, site cleanup and restoration due to spills, termination and removal of temporary utility services; demolition and removal of temporary structures and facilities; restoration of Contractor's storage and staging areas; disposal of trash and rubbish and any other post-construction work necessary for the proper conclusion of the work.

### 6.5. SAFETY & SECURITY

- A. Emergency events may span over 24-Hour periods to several days. Contractor shall have adequate relief personnel to maintain continuous hauling without service interruptions while maintaining compliance within FDOT regulations.
- B. Due to environmental conditions at work sites, PCU recommends the Contractor offer Hepatitis B shots for all employees prior to the commencement of work at PCU sites.

- C. All employees performing work on this contract must speak and read English.
- D. Contractor employees may not grant access to any person or persons to any of the secured areas of the County.

E. The Contractor shall provide the necessary training for Permit-Required Confined Space of its staff in accordance with OSHA 29 CFR 1910.146.

### 6.6. PERMITTING

A. The Contractor shall be required to provide all associated approved Federal, State, and Local regulatory permits for all activities through the entire term of the contract. The successful bidder shall provide PCU evidence of agreement or valid leases for equipment operating permits, approval by the regulatory agency or agencies having jurisdiction over solid waste disposal and any other leases, licenses, or permits required in the execution of this contract. It is the bidder's responsibility to be familiar with the solid waste disposal requirements of all regulatory agencies having jurisdiction, and the bid submittal should reflect an amount sufficient to enable the bidder(s) to fully comply with all regulatory agency requirements. All necessary permits must be obtained and submitted to PCU prior to commencement of work, if needed. County personnel and authorized agents shall be permitted to inspect the Contractor's disposal site(s) at any time without prior notification to the Contractor.

### 6.7. WORK ATTIRE

A. The Contractor will require all employees, including supervisors, to wear corporate uniform clothing for ready identification, and assure that every employee is in uniform prior to commencing work. Footwear shall be steel toe shoes or boots appropriate for industrial work. (No sandals, flip-flops, tennis shoes, sport shoes, etc.) The uniform must have the Contractor's name, easily identifiable, affixed in a permanent or semi-permanent manner

such as a badge or monogram. Any color or color combination may be used for the uniforms. Contractor will be required to dress commensurate with the tasks being performed.

### 6.8. CLEANUP

A. Contractor shall be responsible for the proper cleanup and removal of any spilled material during the removal and disposal operations detailed within this specification. Any spillage, accidental or otherwise, that occurs onsite or offsite shall be the responsibility, including all related costs, of the contractor. Spills that occur due to hauling or pumping activity shall be cleaned and restored by the contractor. Site spills shall be immediately reported to PCU for regulatory reporting.

### 6.9. DISPOSAL

- A. <u>WASTEWATER</u>: After the performance of Wastewater Removal Services, the Contractor shall dispose of vehicle contents (wastewater materials) as directed by a Pinellas County representative. It is anticipated, but not guaranteed, that most of the pumped wastewater shall be returned to the service system at manholes or structures at wastewater plants.
- B. <u>SAND AND FOREIGN MATERIALS</u>: The Contractor shall be responsible for proper disposal of all sand, rags, grit and foreign material in accordance with all Local, State and Federal requirements and these materials shall <u>not</u> be introduced back into the service system. The County will not allow the Contractor to dispose of these materials at County sites removed in performance of this contract. The County will require evidence from the Contractor that identifies its third party disposal site for the disposal of sand and foreign wastewater materials from countywide locations. The Contractor shall identify a Primary

and Secondary (back-up) site that meets permitted disposal requirements. The County reserves the right to approve or reject the Contractor's primary and secondary (third party) disposal sites. The County will require documented evidence of the sand and foreign material disposal with any third parties utilized by the Contractor for disposal with this Contract. The location of the Contractor third party disposal site must be within one (1) hour driving time from Pinellas County.

### 6.10. COMMUNICATION

- A. The Contractor shall provide and maintain a means of direct communication allowing the PCU representative to communicate with the Contractor twenty-four hours a day, seven days a week. Prior to commencing any work, the Contractor shall furnish the PCU representative, the name, telephone number, facsimile number and e-mail address of its representative and the representative's back up for this Contract. It is the responsibility of the Contractor to report any and all changes of its representatives to the Pinellas County representative.
- B. During any County contracted work, all Contactor employees must be able to speak and read English.

### 6.11. TYPES OF SERVICE

- A. <u>EMERGENCY:</u> Emergency services require an on-site response, at any point, 24 hours a day, 365 days a year, throughout Pinellas County, within two (2) hour of receiving the call from staff requesting activation. A failure to meet this time requirement will deem the Contractor nonresponsive to this requirement and alternative Contractors will be implemented.
- B. <u>STANDBY:</u> In preparation for emergency events, PCU may request vehicles to be on standby status, ready for deployment. Standby vehicles must have assigned operators, all

necessary equipment ready, and be able to be on site under emergency service requirements immediately upon notice of activation.

### 6.12. DOCUMENTATION

Contractor shall provide detailed documentation to the County at the time of invoicing. With each invoice submitted, the Contractor must provide the following at a minimum:

 Detailed timesheets for each Contractor employee (drivers and operators), including names, locations of service, and arrival/departure times.

Failure to submit required documentation may lead to delay in payment.

## 6.13. PRICING

A. All-inclusive rate to include mobilization/demobilization and all other fees including overhead, profit, transportation, labor, travel, permits, etc.

# 7. Vendor Questionnaire

### 1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

### 1.1. FEMA Requirements Exhibit G\*

Complete and upload FEMA Requirements "Exhibit G Disclosure of Lobbying Activities" form.

Exhibit G, H & I - FEMA Grant Provisions.pdf

\*Response required

### 1.2. CONTRACTOR ACCEPTANCE FORM\*

Download the below documents, complete, and upload.

11.13.2024. Vendor.acceptance.pdf

\*Response required

### 1.3. OPENGOV ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS\*

See OpenGov electronic <u>Pricing Proposal</u>. Pricing must be submitted within the OpenGov electronic <u>Pricing Proposal</u> and all pricing must be completed.

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

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 <a href="https://www.flsenate.gov/Laws/Statutes/2011/607.1501">www.flsenate.gov/Laws/Statutes/2011/607.1501</a>.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit <a href="dos.myflorida.com/sunbiz/">dos.myflorida.com/sunbiz/</a> for this information on how to become registered.

Enter response

\*Response required

#### 1.4. SUBMITTAL DOCUMENTS\*

Upload all other documents relating to this solicitation.

\*Response required

### 1.5. Attachments\*

Please note there are three attachments/affidavits which will have to be completed and signed by the awardee.

- 1.Common Carrier Attestation
- 2. Human Trafficking Affidavit
- 3. Foreign Countries of Concern Affidavit.

Please confirm that you have read and understand that these documents will be required of the awardee.

Please confirm

\*Response required

# 8. Pricing Proposal

### **Vehicles**

All-inclusive rate to include mobilization/demobilization and all other fees including overhead, profit, transportation, labor, etc. No additional charges for operators allowed.

Line Item	Description	Estimat	Unit of M	
1	Group 1- Pump Truck, 4,000 gallons, Emergency	1000	Hour	E Columns
2	Group 1- Pump Truck, 4,000 gallons, Standby	100	Hour	nns
3	Group 1- Pump Truck, 7,500 gallons, Emergency	500	Hour	
4	Group 1- Pump Truck, 7,500 gallons, Standby	99	Hour	
5	Group 2- Tractor Trailer/Tanker, Emergency	600	Hour	
6	Group 2- Tractor Trailer/Tanker, Standby	100	Hour	
7	Group 3- High Output Mobile Pump, Emergency	600	Hour	

	Total		
10	Group 4- JetVac Truck, Standby	100	Hour •
9	Group 4- JetVac Truck, Emergency	600	Hour
8	Group 3- High Output Mobile Pump, Standby	100	Hour

# **Disposal Charges**

All-inclusive rate to include mobilization/demobilization and all other fees including overhead, profit, transportation, labor, etc.

Line Item	Description	Estimat	Unit of M	
11	Third party facility	1500	Ton	E Columns
12	Disposal Operator	1500	Ton	mns
	Total			

# 9. Attachments

- A 25-0200 Ins Req
- B 25-0200-ITB Exhibit G, H & I FEMA Grant Provisions
- AA Common\_Carrier\_Attestation\_02.05.2025
- BB Human\_Trafficking\_Affidavit\_02.05.2025

CC - Foreign Countries of Concern Affidavit 02.05.2025

# 10. Sample Agreement

### **AGREEMENT**

### 25-0200-ITB

Emergency Storm Response Tanker and Pump Truck Services

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and [Contractor Legal Name] whose primary address is [Contractor Legal Address] (hereinafter "CONTRACTOR") (jointly, the "Parties").

### NOW THEREFORE, the Parties agree as follows:

### A. Documents Comprising Agreement

- 1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at https://pinellas.gov/county-standard-terms-conditions/
  - c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
  - d. Solicitation Section 5, titled <u>Insurance Requirements</u> attached as Exhibit D.
  - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.

f. Contractor's response to Solicitation Section 9, titled <u>Pricing Proposal</u> attached as Exhibit F.

2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

### B. Term

1. The initial term of this Agreement shall be through delivery and acceptance of all goods/services by County representative.

### C. Expenditures Cap

- Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed [NTE Approval Amount] for [NTE Period] without a written amendment to this Agreement.
- 2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

### D. Entire Agreement

Signature:

Print Name and Title:

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

3	,	,	3	
For Contractor:				
Signature:				
Print Name and	Γitle:			
Date:				
For County:				

Date: