

## **SEALED BID • DO NOT OPEN**

**SEALED BID NO.:** 22-0100-B-BW

**BID TITLE:** Backflow Prevention Assemblies,  
Devices and Parts - Tech Svcs



**DUE DATE/TIME:** **January 6, 2022 @ 3:00 P.M. EST**

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

### ***Please Note:***

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , from which you obtained this bid.

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

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756	 <h1 style="margin-top: 20px;">INVITATION TO BID</h1>
ISSUE DATE: <b>November 17, 2021</b>	<b>BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE &amp; TIME WILL NOT BE CONSIDERED</b>
TITLE: <b>Backflow Prevention Assemblies, Devices and Parts - Tech Svcs</b>	BID NUMBER: <b>22-0100-B-BW</b>
SUBMITTAL DUE: <b>January 6, 2022 @ 3:00 P.M. EST</b> AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: <b>NOT APPLICABLE</b>
DEADLINE FOR WRITTEN QUESTIONS: <b>December 30, 2021 BY 3:00 P.M. EST</b>  SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q & A TAB.	
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> 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>MERRY CELESTE, CPPB</b> Division Director Purchasing and Risk Management

**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, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: \_\_\_% \_\_\_DAYS, NET **45** (PER F.S. 218.73)

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

\_\_\_\_\_ **FEIN#** \_\_\_\_\_

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 TERMS AND CONDITIONS OF THIS BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.**

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

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

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

**SEE SECTION F FOR BID PRICING SUMMARY**

<b>SECTION A - GENERAL CONDITIONS</b>
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**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 should 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) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (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. ALTERNATES:**

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When the County includes alternates in the solicitation, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. 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 Bidder or Offerer is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the bid opening date in order to be considered for award.

**4. SUBMISSION OF BID:**

- (a) Bids or proposals shall be submitted utilizing Pinellas ePro procurement website. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid must be submitted on the forms furnished. Emails and facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by emails and facsimile notice.

**5. 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, including insurance requirements.
  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 respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.

<b>SECTION A - GENERAL CONDITIONS</b>
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- (c) The County reserves the right to waive minor informalities or irregularities in any bid.
6. **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.
7. **LATE BID OR MODIFICATIONS:**  
 (a) Bid and modifications received after the time set for the bid submittal will not be considered. 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.
8. **PUBLIC REVIEW AT BID OPENING:**  
**Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall 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 shall be dispositively determined by a court of law prior to trade secret protection being granted.**
9. **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 Pinellas ePro or calling the 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 30 days to comply with Florida Statute, Section 119.071(1)(b)2.
10. **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. See Rejection of Bids.  
 (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, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. 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 and no firms are deemed local, then the contract shall be awarded 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.
11. **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.

<b>SECTION A - GENERAL CONDITIONS</b>
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12. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Invitation to bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

13. **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.

14. **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".

15. **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.

16. **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 Safety Data Sheet at the time of each delivery.

17. **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 §2-176(j). Records should be maintained for five (5) years from the date of final payment.

18. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**

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 bid 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 bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

19. **COUNTY INDEMNIFICATION:**

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

<b>SECTION A - GENERAL CONDITIONS</b>
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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 person.
23. **INSURANCE:**  
Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.
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.

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.

**SECTION A - GENERAL CONDITIONS**

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:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
 Pinellas County Board of County Commissioners  
 P. O. Box 2438  
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

- Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO
- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

<b>SECTION A - GENERAL CONDITIONS</b>
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**27. TAXES:**

Payments to Pinellas County are subject to applicable Florida taxes.

**28. TERMINATION:**

- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate 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 terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

**29. 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).

**30. 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.

**31. 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.

**32. 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 (electronically) 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.

**33. 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. The Contractor must inform the County in writing within forty-five (45) business days if the Contractor's business entity's name changes. The Contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the Contractor for a business entity name change that the County was not made aware of as reflected herein.



## SECTION A - GENERAL CONDITIONS

34. **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.

35. **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.

36. **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 shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter 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 Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall 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 shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, 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 contract award;
- (iii) 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 Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) 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. Proposer/Bidder/Quoter 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 proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.**

<b>SECTION A - GENERAL CONDITIONS</b>
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37. **LOBBYING:**

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 bidder/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 bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, 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 bidder/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.

38. **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.

39. **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.

40. **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.

## SECTION A - GENERAL CONDITIONS

41. **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.

42. **JOINT VENTURES:**

All Bidders intending to submit a bid 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 the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms 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.

43. **CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall 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 shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder 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 Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- 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:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

<b>SECTION A - GENERAL CONDITIONS</b>
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**44. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *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 bidders 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 shall not be reviewed.
- (b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.
- (c) *Requirements to Protest.*
- (1) 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.
  - (2) 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.
  - (3) 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.
  - (4) 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 bidder or proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (e) *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.
- (f) *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.
- (g) *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.
- (h) *Review of Director's Decision.*
- (1) 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 bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.
  - (2) 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.
- (i) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

<b>SECTION A - GENERAL CONDITIONS</b>
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45. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
- 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. Pursuant to sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

<b>SECTION A - GENERAL CONDITIONS</b>
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**46. PUBLIC RECORDS – CONTRACTOR’S DUTY**

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**47. E-VERIFY**

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

**46. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant 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 contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**47. TRUTH IN NEGOTIATIONS:**

The Consultant 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 contract amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the contract 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 contract.

<b>SECTION B - SPECIAL CONDITIONS</b>
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**Bid Title: Backflow Prevention Assemblies, Devices and Parts - Tech Svcs**

**Bid Number: 22-0100-B-BW**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for Backflow Prevention Assemblies, Devices and Parts for Utilities Technical Services, as and when required.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT: Discounts and manufacturers bid for each Group shall remain firm for the duration of the contract.** Duration of the contract(s) shall be for a period of sixty (60) months. Pricing is based on group discounts from the most current manufacturer's suggested retail price list (MSRP). Bidders must apply the same percent discount off of the most current MSRP to all items in the entire group. The MSRP or Cost Sheet may only be adjusted as per the bolded sentence below. It is the contractor's responsibility to request any MSRP price list updates. The annual price adjustment request must be accompanied by supporting documentation, including a copy of the manufacturer's current price list or cost sheet. If products on MSRP or Cost Sheet are offered at lower price or sale promotion, the County shall receive the reduction if lower than the discount established by bid.  
  
**MSRP or Cost Sheet price lists can only be updated once per year and must be submitted no later than three (3) months prior to the contract anniversary date. This provides time for the County to update the asset management system.**
4. **AWARD:** The County shall award the contract(s) by individual group. Bidders may provide bids for one group, all of the groups, or any combination of groups. Bids will not be awarded by sub-groups. All items in a group must be bid to be eligible for award of a contract for that group. For evaluation purposes, a list of commonly used items, in ten groups, shall be completed with price and discount to determine the low bidder. Once the low bidder is determined, pricing scenarios will not be used. Contract pricing for all items will be percentage discount off of current MSRP per group only.
5. **APPROVED PRODUCTS:** Bid submittals must be for products listed in specifications. For consideration of Approved Products during contract term follow below steps:
  - a) Products other than those listed in Section E, can be submitted to go through a one (1) year testing process. Products will be installed and undergo the standard new product testing process in the Pinellas County distribution system; The testing will include evaluation of quality, performance and other characteristics; by the Utilities Department Technical Services Manager to determine whether the new product can be approved for use. The one (1) year test period and evaluation may be waived by the Technical Services Manager if an existing Approved Product has been changed in a minor way that does not impact the functionality or reduce the longevity of the product, and the changes to the existing Approved Product are necessary to meet changing regulations, industry standards, or product improvement needs. **Due to the fact that this contract is a public record and is published for public viewing, only the contractor awarded a specific group shall only be permitted to add items to that group.**
  - b) Once the product has undergone one (1) year of testing and has been deemed by the Technical Services Manager to be an Approved Product, the contractor awarded the group of the requested item to be added, may be asked to provide a quoted price for the newly Approved Product(s). The product may be added to the appropriate group in this contract as an Approved Product or maybe added to the County's approved product specifications listing for future contracts.

## SECTION B - SPECIAL CONDITIONS

- c) Requests for an Approved Product testing shall be at the expense of the requestor for one (1) year. Requests must be submitted with supported evidence such as technical data test results and other pertinent information in sufficient details to clearly demonstrate the product is equal to or better than the specifications requirement and that it has a record of adequate performance and reliability. All requests are to be submitted to the Utilities Department Technical Services Manager and will be reviewed by a group of employees from several departments.:

Joan Luttmann  
[jluttmann@pinellascounty.org](mailto:jluttmann@pinellascounty.org)  
 727-464-4389

The County reserves the right to accept or not accept the request to test a product.

6. **PERFORMANCE SECURITY:** Any damaged materials received or any materials not in first quality condition upon receipt shall be returned to the vendor by Return Materials Authorization (RMA)/Return Authorization (RA) with prepaid freight unless other arrangements are approved by the County. A credit for the returned materials shall be issued to the County. Replacement materials shall be re-invoiced to the County. The County maintains the right to terminate this contract for materials that repeatedly do not meet approved product requirements.
7. **BREACH OF CONTRACT:**
- Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
8. **SUBMISSION OF BIDS:**
- The preferred method 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?**

**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.

**B. Should I scan everything and save as PDF?**

**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.)



<b>SECTION C – INSURANCE REQUIREMENTS</b>
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The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (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 A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance. If Bidder does not currently meet insurance requirements, bidder 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.
- b) Upon selection of vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements to **Bryant Jasper-Williams** at [brwilliams@pinellascounty.org](mailto:brwilliams@pinellascounty.org). 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). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County 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) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) 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 [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Bidder or their agent prior to the expiration date.
  - (1) Bidder 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 Bidder from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Bidder of this requirement to provide notice.
  - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

**SECTION C – INSURANCE REQUIREMENTS**

- g) If subcontracting is allowed under this Bid, the Prime Bidder 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 Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder 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; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) 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; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder 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.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) 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. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (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 Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

**SECTION C – INSURANCE REQUIREMENTS**

i) 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:

(1) 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.

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Licensee/Vendor/Contractor 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. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

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

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

**SECTION C – INSURANCE REQUIREMENTS**

- (4) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

**SECTION D – VENDOR REFERENCES**

**Bid Title: Backflow Prevention Assemblies, Devices and Parts - Tech Svcs**

**Bid Number: 22-0100-B-BW**

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 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:

- |   |   |
|---|---|
| <p><b>1.</b><br/>COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p> | <p><b>2.</b><br/>COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p> |
| <p><b>3.</b><br/>COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p> | <p><b>4.</b><br/>COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p> |

<b>SECTION E – SPECIFICATIONS</b>
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**Bid Title: Backflow Prevention Assemblies, Devices and Parts - Tech Svcs****Bid Number: 22-0100-B-BW****A. INTENT:**

In accordance with the attached specifications, Pinellas County Utilities (PCU) Technical Services seeks to establish a contract to supply:

- Group 1 – Backflow Prevention Assemblies – Top Loading Angle Check Valves,  $\leq 2$ "
- Group 2 - Backflow Prevention Assemblies – Top Loading In-Line Check Valves,  $\geq 4$ "
- Group 3 - Backflow Prevention Assembly Parts – Top Loading Angle and In Line Check Valves
- Group 4 - Dual Check Valves Retrosetters, Related Parts, and Resetters

to be ordered as and when required.

**B. BACKGROUND:**

PCU Technical Services provides water metering, backflow prevention, water pressure studies, and other engineering technical services directly to a residential and commercial client base throughout Pinellas County.

The PCU Maintenance Division warehouse has two locations: one in the South County, which is the primary location, and one in the North County. The warehouse delivery location will be designated by PCU. The warehouse locations are as follows:

Pinellas County Utilities  
South Maintenance Warehouse  
6730 142nd Avenue North  
Largo, FL 33771

Pinellas County Utilities  
North Maintenance Warehouse  
3900 Dunn Drive  
Palm Harbor, FL 34683

**C. REQUIREMENTS:**

- 1) Goods and Services Agreement - The awarded contractor will be required to execute on the attached goods and services agreement. No exceptions to the goods and services agreement will be accepted.
- 2) Regulatory Requirements and Industry Standards - All Backflow Prevention Assemblies, Devices and related parts shall meet all current applicable state and federal regulatory requirements and all industry standards at the time of purchase. As these regulatory requirements and industry standards are changed, the materials provider shall provide materials that comply with these changes within the required time period.
- 3) Affidavit of Compliance - An affidavit of compliance with the latest version of state and federal regulatory requirements and industry standards entitled "Mandatory Affidavit of Compliance" shall be signed by an Authorized Representative of Company, notarized, and submitted with the bid. (Attachment A) The affidavit shall also affirm that the materials used in manufacturing the backflows are in compliance with the most current regulatory requirements and standards including those for low-lead drinking water conveyance materials and food additive standards for coatings. Proof of material regulatory compliance shall be promptly provided to PCU when requested.
- 4) Parts - All replaceable parts, of the same size and model, shall be interchangeable with the original parts. Parts shall be low lead in compliance with the latest version of the United States Protection Agency (USEPA) Section 1417.
- 5) Chloramine Resistance - All products within each Group below must be resistant to and tolerant of chloramines and all other water treatments over the life of the product.

<b>SECTION E – SPECIFICATIONS</b>
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- 6) Material Specifications Compliance:
- a) Underwriter Laboratories (U.L.) or Factory Mutual (F.M.) Compliance - An affidavit of compliance, Mandatory Affidavit of Compliance, should accompany the bid for any item that has U.L. and/or F.M. requirements in the specification.
  - b) International Standards Organization - ISO 9000, 9001, 9002 - An affidavit of compliance, **Mandatory Affidavit of Compliance**, should accompany the bid for any items manufactured, or with components manufactured, outside of the United States. If at any time during the life of the contract, any of the manufacturing facilities loses certification, fails to be re-certified or changes status from those presented with the bid, the contractor shall immediately notify PCU of such changes and submit the update certifications for approval. Failure to present such information and secure PCU acceptance shall deem the product to be in non-compliance and subject to refusal by PCU.
  - c) After award of contract, all suppliers and contractors providing services/products under this contract shall actively follow PCU's published material specifications manuals. PCU reserves the right to terminate approval of products, without notice, based upon poor performance, inadequate support, or failure to meet specifications.
- 7) Product Guarantee - The contractor(s) shall guarantee materials and workmanship of all items, accessories and parts to operate within the range of the required specifications for a period of at least eighteen (18) months from the date of delivery. Any materials, which fail to operate accordingly for eighteen (18) months will be repaired or replaced by the contractor and he shall furnish without additional cost any parts required to place such defective item in suitable operating condition including no cost for delivery of the new materials and pick-up of the defective materials. The contractor(s) shall be responsible for reimbursing PCU for any costs incurred by PCU in replacing or repairing defective items or due to damages caused to life and property as a result of failure of a defective item.
- 8) Contractor shall provide all services and furnish required materials as specified or indicated:
- a) Maintain contracted stock to support daily PCU operations at Maintenance Division warehouses. The Contractor shall be responsible to hold and furnish a stock inventory program for PCU at their local facility, to enable quick delivery on an as needed basis.
  - b) Vendor shall ensure that minimum levels of specified stock are being maintained by providing County staff with 24/7 access to its inventory database for inquiry, and available to downloading into a spreadsheet or printing.
  - c) Provide an on-line order system via an internet link complete with access to real-time management reports. System requirements include:
    - i. Ability to search/navigate product selection utilizing PCU's part numbers or manufacturer's numbers.
    - ii. Able to see our net pricing
    - iii. View real-time product availability
    - iv. Ability to view product information with illustrations
    - v. View product specifications and or any other pertinent documentation
    - vi. Ability to request quotes online and turn into orders if approved
    - vii. Ability to print copies of current or past invoices
    - viii. Ability to place orders, check status, and shipping information
  - d) The provider of materials and accessories under this contract shall notify the Utilities Technical Services Manager and the Utilities Warehouse Supervisor of any changes/discontinuation of model numbers, part numbers, or styles.
  - e) Accept Pinellas County Purchasing Card as form of payment.

<b>SECTION E – SPECIFICATIONS</b>
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**D. DELIVERABLES:**

PCU will accept only new products; meaning products that have been used or owned by any entity, company or individual or products that have been reconditioned will not be accepted.

1) Material Shipment and Identification - Each shipment of backflow prevention assemblies, backflow prevention assembly parts, dual check valve Retrosetters and parts shall be clearly marked with the Purchase Order Number and the name of employee requesting the materials.

2) Increase Effectiveness Through Vendor Collaboration - The contractor(s) should work with PCU Maintenance staff in a manner that will maximize staff time, reduce inventory levels and minimize stock outages. It is important to note that the contractor(s) shall have set schedules with the warehouse to review stock levels, minimums/maximums, conduct analysis, disseminate new information, review outstanding issues, help to streamline processes, and provide any new information that is pertinent to the utility industry including model changes and discontinuations.

3) Delivery Time - Delivery time is important in the award of the PCU contract. PCU considers delivery time to be that period elapsing from the time the individual order is placed until PCU receives the order at a Maintenance Division warehouse. Delivery of individual items in other than bulk packaging may be required.

The contractor(s) shall furnish and deliver requested backflow prevention assemblies and/or backflow parts (**Groups 1, 2, 3, and 4**) to the Maintenance Division warehouse within seven (7) to ten (10) business days after receipt of order.

**Emergency orders** shall be delivered within seven (7) to ten (10) business days (or sooner) after receipt of order.

Shipments shall be accepted only between the hours of 7:00 A.M. and 3:00 P.M. on Monday through Friday inclusive (except Pinellas County recognized holidays). Shipments received after 3:00 P.M. or without a delivery/shipping ticket can be refused. If shipping instructions regarding pallets, crates, boxes, etc. are not compliant with these bid documents, the shipment can be refused.

4) Emergency Assistance - Provide 24/7 contact and assistance for afterhours emergencies. Provide the name, cell phone number and email address of the responsible employee from your organization who can be contacted for emergencies. Provide the name, cell phone number and email address for the back-up responsible employee from your organization for emergency assistance. The contractor(s) shall immediately notify PCU Technical Services of any changes in emergency contacts and/or changes in their contact information. An emergency may be caused by water, wastewater or reclaimed water pipeline breaks, hurricanes, or other infrastructure or natural disaster that impacts our citizens' wellbeing. **The Contractor shall be available to furnish and deliver Emergency Parts List Materials, shown in Sub-Group 3.8 at any time.** Materials from other Sub-Groups and materials not identified in the Bid Submittal may be required by PCU on an emergency basis. Emergency orders must be delivered within **seven (7) to ten (10) business days** after receipt of order.



## SECTION E – SPECIFICATIONS

### SUPPLEMENTAL SPECIFICATIONS

This document details materials and accessories requirements and lists the Approved Manufacturers by Sub-Group. **Any deviation from the specifications below must be preapproved and have successfully completed standard PCU testing.**

#### GROUP 1 – BACKFLOW PREVENTION ASSEMBLIES – TOP LOADING ANGLE CHECK VALVES, LESS THAN OR EQUAL TO 2” (≤ 2”)

All backflow prevention assemblies and devices must be University of Southern California (USC) or American Society of Sanitary Engineers (ASSE) approved and is fully acceptable to the Florida Department of Environmental Protection and approved for interstate carrier use.

#### **1.1 SUB-GROUP - DOUBLE CHECK VALVE ASSEMBLIES – TOP LOADING ANGLE. 3/4” to 2”**

##### **General Specifications**

- a. A complete assembly consists of two internally loaded; independently operating check valves, located between two tightly closing resilient-seated shutoff valves, with four properly placed resilient-seated test cocks.
- b. Devices shall comply with *American National Standards Institute/ American Water Works Association (ANSI/AWWA) Standard Double Check Valve Backflow Prevention Assembly C510-07* as supplemented and modified in these specifications.
- c. All products must be resistant to and tolerant of chloramines and all potable water disinfectants over the usable life of the product.
- d. Size, rated flow and maximum pressure loss shall be detailed by the Foundation for Cross Connection Control, University of Southern California.

##### **General Operating Characteristics**

The assemblies shall operate in compliance with the following requirements:

- a. Under flowing conditions, the device shall not chatter or pulsate. Flow ways shall be as streamlined as much as possible and practical. The design shall be such that the performance of the device will not be adversely affected by normal line pressure surges, or cause water hammer.
- b. Each check valve shall permit no leakage in a direction reverse to the normal flow.
- c. The loading of the valve shall be done internally.

##### **Design Specifications**

- a. It is essential that moving parts do not bind or gall; and that there be no distortion that will interfere with the intended performance of the device.
- b. Flow channels shall be streamlined to prevent cavitation, minimize pressure loss, and eliminate pockets that could entrap foreign materials.
- c. Clearance between valve stems and associated guides, hinge pins and bushings, and other similar parts shall be designed to yield a low probability of malfunctioning due to corrosion or deposit of foreign matter on surfaces of the device.

<b>SECTION E – SPECIFICATIONS</b>
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- d. The design shall be such that parts cannot be improperly assembled.
- e. Seat disc shall be made of non-metallic materials which will assure pressure tight seating and reseating.
- f. All internal parts shall be accessible for inspection, repair, and renewal without removing the assembly from the line using the shutoff valves to isolate the backflow prevention assembly.
- g. Test cocks shall be provided as outlined in the current and applicable AWWA standard. Currently it is C510-07.
- h. When dissimilar metal must be used for internal parts, the rate of corrosion shall be reduced as much as practical through the selection of materials that exhibit similar resistance to corrosion by placing a dielectric material between the metals or by applying a dielectric coating. When contact between
- i. Dissimilar metals cannot be avoided, the assembly shall be designed so that the resulting corrosion will be minimized and will not adversely affect water quality or result in malfunctioning or premature failure of the assembly.
- j. Devices two (2) inches and smaller shall have male Iron Pipe Thread (IPT) end Inlet/Outlet connections and be furnished with quarter-turn ball valves. Each ball valve shall have a single stainless-steel handle with the hole for the bolt on the end of the handle rather than in the middle of the handle. As many of the DCVAs are underground in boxes, the ball valve handle shall be installed such that when the valve is in the open position, the handle shall be in the vertical (upward) position to enable the valve to be turned to the "Off" position within the assembly enclosure without digging under or raising the assembly. Ball components shall be made of stainless steel.
- k. Devices two (2) inches and smaller shall be of the top entry, access, loaded etc. variety only. All internal parts shall be accessible from above.
- l. Check valves must be designed to minimize fouling of the seats with small sand particles. Strainers alone have not proven to be acceptable to this area. Devices using epoxy must use a Food and Drug Administration (FDA) approved fusion epoxy coating.
- m. All replaceable parts of assemblies of the same size and model shall be interchangeable with the original parts.

**Material**

- a. Materials shall comply with *American Water Works Association (ANSI/AWWA) Standard Double Check Valve Backflow Prevention Assembly C510-07* and be corrosion-resistant or otherwise protected to resist corrosion.
- b. Bodies of devices two (2) inches and smaller shall be of stainless steel or all bronze or all brass construction.
- c. Materials shall be low lead in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**Marking**

Devices shall be marked as specified in *American Water Works Association (ANSI/AWWA) Standard Double Check Valve Backflow Prevention Assembly C510-07*. Section 6.1

**APPROVED PRODUCTS:**

1. Apollo DCLF4A

**SECTION E – SPECIFICATIONS****1.2 SUB-GROUP - REDUCED PRESSURE DEVICES – TOP LOADING ANGLE. 3/4” to 2”****General Specifications**

- a. The reduced pressure backflow preventer shall be an assembly that consists of a mechanical, independently operating, hydraulically dependent relief valve located between two independently operating, internally loaded check valves that are located between two tightly closing resilient-seated shutoff valves with four properly placed resilient-seated test cocks.
- b. Devices shall comply with American Water Works Association (ANSI/AWWA) Standard Reduced-Pressure Principle Backflow Prevention Assembly C511-07 as supplemented and modified in these specifications.
- c. Size, rated flow, and maximum allowable pressure loss shall be as detailed by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.
- d. All products must be resistant to and tolerant of chloramines and potable water disinfectants over the usable life of the product.

**General Operating Characteristics**

The assemblies shall operate in compliance with the following requirements:

- a. The design shall be such that at all flow rates, from zero to (and including) rated flow, the component parts shall not create any chatter or noise.
- b. Diaphragms or bellows used as barriers in control piping which bypass one or more check valves shall be installed in such a manner that, in case of failure, visible evidence of failure will be produced.
- c. The operations of the device shall not cause water hammer or be adversely affected by water hammer arising from an outside condition.

**Design Specifications**

- a. It is essential all moving parts do not bind or gall; and that there be no distortion that will interfere with the intended performance of the assembly. Flow channels shall be streamlined to prevent cavitations, minimize pressure loss, and eliminate pockets that could entrap foreign materials.
- b. To prevent excessive discharge due to pressure fluctuation, the minimum pressure differential across the first check valve under normal conditions shall be at least 3 psi (20.7 kPa) greater than the pressure differential necessary to cause the relief valve to open.
- c. The discharge port of the relief valve shall be of such design as to restrict the attachment of a hose, pipe, or plate.
- d. The physical location of the relief valve with respect to the check valve shall be such that water from the “zone” shall not flow or drain through the inlet check valve.
- e. Test cocks shall be provided as outlined in the current and applicable AWWA standard. Currently it is C510- 07.
- f. All internal parts shall be accessible for inspection, repair, and renewal without removing the device from the line using the resilient-seated shutoff valves to isolate the backflow prevention assembly.
- g. All replaceable parts of the assemblies of the same size and model shall be interchangeable with the original parts.

<b>SECTION E – SPECIFICATIONS</b>
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- h. Clearance between valve stems and associated guides, hinge pins and bushings, and other similar parts shall be designed to yield a low probability of malfunctioning due to corrosion or deposit of foreign matter on surfaces of the device.
- i. When dissimilar metal must be used for internal parts, the rate of corrosion shall be reduced as much as practical through the selection of materials that exhibit similar resistance to corrosion by placing a dielectric material between the metals or by applying a dielectric coating. When contact between dissimilar metals cannot be avoided, the assembly shall be designed so that the resulting corrosion will be minimized and will not adversely affect water quality or result in malfunctioning or premature failure of the assembly.
- j. Devices two (2) inches and smaller shall have male Iron Pipe Thread (IPT) end Inlet/Outlet connections and be furnished with quarter-turn ball valves. Each ball valve shall have a single stainless-steel handle with the hole for the bolt on the end of the handle rather than in the middle of the handle. As many of the DCVAs are underground in boxes, the ball valve handle shall be installed such that when the valve is in the open position, the handle shall be in the vertical (upward) position to enable the valve to be turned to the "Off" position within the assembly enclosure without digging under or raising the assembly. Ball components shall be made of stainless steel.
- k. Check valves must be designed to minimize fouling of the seats with small sand particles. Strainers alone have not proven to be acceptable in this area. Devices using epoxy must use an FDA approved fusion epoxy coating.
- l. Check and relief valve seats shall be replaceable in all size devices. Seat material shall be durable plastic in devices two (2) inches and smaller.
- m. Seat disc shall be of non-metallic materials which will assure pressure-tight seating and reseating.

**Materials**

- a. Materials shall comply with American Water Works Association (ANSI/AWWA) Standard Reduced-Pressure Principle Backflow Prevention Assembly C511-07 and be corrosion-resistant or otherwise protected to resist corrosion.
- b. Bodies of devices two (2) inches and smaller shall be of stainless steel or all bronze or all brass construction.
- c. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**Marking**

Devices shall be marked as specified in American Water Works Association (ANSI/AWWA) Standard C511-97.

**APPROVED PRODUCTS:**

- 1. Apollo RPLF4A

## SECTION E – SPECIFICATIONS

### GROUP 2 - BACKFLOW PREVENTION ASSEMBLIES – TOP LOADING IN-LINE CHECK VALVES, GREATER THAN OR EQUAL TO 4" (≥ 4")

All backflow prevention assemblies and devices must be University of Southern California (USC) or American Society of Sanitary Engineers (ASSE) approved and is fully acceptable to the Florida Department of Environmental Protection and approved for interstate carrier use.

#### **2.1 SUB-GROUP - DOUBLE CHECK VALVE ASSEMBLIES – TOP LOADING IN-LINE. 4" – 12"**

##### **General Specifications**

- a. A complete assembly consists of two internally loaded; independently operating in-line check valves, located between two tightly closing resilient-seated shutoff valves, with four properly placed resilient-seated test cocks.
- b. Devices shall comply with *American National Standards Institute / American Water Works Association (ANSI/AWWA) Standard Double Check Backflow Prevention Assembly C510-07* as supplemented and modified in these specifications.
- c. All products must be resistant to and tolerant of chloramines and all potable water disinfectants over the usable life of the product.
- d. Size, rated flow, and maximum pressure loss shall be detailed by the Foundation for Cross Connection Control, University of Southern California.

##### **Design Specifications**

- a. The main valve body shall be manufactured from 300 series stainless steel to provide corrosion resistance, 100% lead free through the waterway.
- b. **The double check shall consist of two independently operated spring loaded in-line check valves, required test cocks, and two Underwriter Laboratory Listed (UL) and Factory Mutual Approved (FM) (noted as (UL/FM)) approved Outside Screw and Yoke (OS&Y) resilient seated gate valves.**
- c. Each in-line-check shall provide a positive drip tight closure against the reverse flow of liquid caused by back- siphonage or backpressure.
- d. There shall be no brass or bronze parts used within the in-line-check valve assembly. The valve cover shall be securely held in place.
- e. The main assembly shall consist of two independently operating spring check assemblies, two UL/FM, OS&Y resilient seated gate valves, and four ball valve type test cocks.

##### **Materials**

Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

- All internal metal parts: 300 Series stainless steel
- Main valve body: 300 Series stainless steel
- Check Assembly: Noryl or equivalent
- Flange dimension in accordance with AWWA Class D.

**SECTION E – SPECIFICATIONS****Marking**

Devices shall be marked as specified in *American Water Works Association (ANSI/AWWA) Standard Double Check Backflow Prevention Assembly C510-07*.

**APPROVED PRODUCTS:**

1. Apollo DCLF 4A

**2.2 SUB-GROUP - DOUBLE CHECK DETECTOR ASSEMBLIES – TOP LOADING IN-LINE. 4” TO 12”****General Specifications**

- a. The double check detector assembly shall consist of two independently operating, spring loaded in-line check valves, located between two UL, FM, OS&Y resilient seated gate valves with four properly placed resilient- seated test cocks, and bypass assembly.
- b. Double Check Detector Assemblies shall be designed for use in accordance with water utility non-health hazard containment requirements.
- c. A Double Check Detector Assembly shall be installed on fire protection systems when connected to a potable water supply.
- d. Devices shall comply with *American National Standards Institute / American Water Works Association (ANSI/AWWA) Standard Double Check Backflow Prevention Assembly C510-07* as supplemented and modified in these specifications.
- e. All products must be resistant to and tolerant of chloramines and all potable water disinfectants over the usable life of the product.
- f. Size, rated flow and maximum pressure loss shall be detailed by the Foundation for Cross Connection Control, University of Southern California.

**Design Specifications**

- a. The main valve body shall be manufactured from 300 Series stainless steel to provide corrosion resistance, 100% lead free through the waterway.
- b. Each in-line-check shall be internally loaded and provide a positive drip tight closure against reverse flow. The In-line-check shall include a stainless steel in-line arm and spring, rubber faced disc and a replaceable seat. There shall be no brass or bronze parts used within the in-line-check valve assembly. The check valve seats shall be of molded thermoplastic construction. The use of seat screws as a retention method is prohibited.
- c. All internal parts shall be accessible through a single cover on the valve assembly. The valve cover shall be held in place through the use of a single grooved style two-bolt coupling.
- d. The bypass line shall be hydraulically sized to accurately measure low flow. The bypass line shall consist of a check valve shall have a single access cover, two independently operating modular poppet check valves, and top mounted test cocks.

## SECTION E – SPECIFICATIONS

### **Materials**

Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

- All internal metal parts: 300 Series stainless steel
- Main valve body: 300 Series stainless steel
- Check Assembly: Noryl or equivalent
- Flange dimension in accordance with AWWA Class D.

### **Markings**

Devices shall be marked as specified in *American Water Works Association (ANSI/AWWA) Standard Double Check Backflow Prevention Assembly C510-07*.

### **APPROVED PRODUCTS:**

1. Apollo DCDALF 4A

## **2.3 SUB-GROUP - REDUCED PRESSURE ZONE ASSEMBLIES – TOP LOADING IN-LINE, 4” to 12”**

### **General Specifications**

- a. The reduced pressure backflow preventer shall be an assembly that consists of a mechanical, independently operating, hydraulically dependent relief valve located between two independently operating, internally loaded check valves that are located between two tightly closing resilient-seated shutoff valves with four properly placed resilient-seated test cocks.
- b. Devices shall comply with *American Water Works Association (ANSI/AWWA) Standard Reduced-Pressure Principle Backflow Prevention Assembly C511-07* as supplemented and modified in these specifications.
- c. Size, rated flow and maximum allowable pressure loss shall be as detailed by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.
- d. All products must be resistant to and tolerant of chloramines and potable water disinfectants over the usable life of the product.

### **General Operating Characteristics**

The assemblies shall operate in compliance with the following requirements:

- a. The design shall be such that at all flow rates, from zero to (and including) rated flow, the component parts shall not create any chatter or noise.
- b. Diaphragms or bellows used as barriers in control piping which bypass one or more check valves shall be installed in such a manner that, in case of failure, visible evidence of failure will be produced.
- c. The operations of the device shall not cause water hammer or be adversely affected by water hammer arising from an outside condition.

**SECTION E – SPECIFICATIONS****Design Specifications**

- a. It is essential that all moving parts do not bind or gall; and that there be no distortion that will interfere with the intended performance of the assembly. Flow channels shall be streamlined to prevent cavitation's, minimize pressure loss, and eliminate pockets that could entrap foreign materials.
- b. To prevent excessive discharge due to pressure fluctuation, the minimum pressure differential across the first check valve under normal conditions shall be at least 3 psi (20.7 kPa) greater than the pressure differential necessary to cause the relief valve to open.
- c. The discharge port of the relief valve shall be of such design as to restrict the attachment of a hose, pipe, or plate.
- d. The physical location of the relief valve with respect to the check valve shall be such that water from the "zone" shall not flow or drain through the inlet check valve.
- e. Test cocks shall be provided as outlined in the current and applicable AWWA standard. Currently it is C510-07.
- f. All internal parts shall be accessible for inspection, repair, and renewal without removing the device from the line using the resilient-seated shutoff valves to isolate the backflow preventer.
- g. All replaceable parts of the assemblies of the same size and model shall be interchangeable with the original parts.
- h. Clearance between valve stems and associated guides, hinge pins and bushings, and other similar parts shall be designed to yield a low probability of malfunctioning due to corrosion or deposit of foreign matter on surfaces of the device.
- i. Where it is impossible to use similar metals in the construction of backflow preventers, steps shall be taken, insofar as practicable, to prevent the formation of galvanic electrolytic couples.
- j. Devices two (2) inches and smaller shall have male Iron Pipe Thread (IPT) end Inlet/Outlet connections and be furnished with quarter-turn ball valves. Each ball valve shall have a single arm handle that rotates upward to close the valve. Ball components shall be made of stainless steel. Assemblies greater than or equal to four (4) inch shall be flanged in accordance with American National Standards Institute (ANSI) Standard B16.1, Class 125 flanges and be furnished with Underwriter Laboratory Listed (UL) and Factory Mutual Approved (FM) Outside Screw and Yoke (OS&Y) resilient seated gate valves.
- k. Check valves must be designed to minimize fouling of the seats with small sand particles by a design that incorporates a depressed area lying below the horizontal plane. Strainers alone have not proven to be acceptable in this area. Devices using epoxy must use an FDA approved fusion epoxy coating.
- l. Check and relief valve seats shall be replaceable in all size devices. Seat material shall be durable plastic in devices two (2) inches and smaller, and bronze stainless steel or engineered plastic in devices larger than two (2) inches.
- m. Seat disc shall be of non-metallic materials which will assure pressure-tight seating and reseating.

**Materials**

- a. Materials shall comply with American Water Works Association (ANSI/AWWA) Standard Reduced-Pressure Principle Backflow Prevention Assembly C511-07 and be corrosion-resistant or otherwise protected to resist corrosion.
- b. Bodies of devices two (2) inches and smaller shall be of all bronze or all brass construction.



<b>SECTION E – SPECIFICATIONS</b>
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- c. Bodies of devices larger than two (2) inches shall be of all stainless steel or all bronze or all brass construction or of gray iron with internal corrosion protection provided by lining with brass, bronze, stainless steel, or other durable non-toxic material acceptable for use in potable water service. Devices using epoxy must use an FDA approved fusion epoxy coating.
- d. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**Marking**

Devices shall be marked as specified in American Water Works Association (ANSI/AWWA) Standard C511-97.

**APPROVED PRODUCTS:**

1. Apollo RPLF 4A

<b>GROUP 3 - BACKFLOW PREVENTION ASSEMBLY PARTS – TOP LOADING ANGLE AND IN LINE CHECK VALVES</b>
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Parts are to be bid for the manufacturers and models that are currently in the Pinellas County Utilities water system today. PCU's intent is to minimize the warehouse inventory while keeping enough materials in inventory to assure that parts are available for daily work and emergencies. An estimated list of materials can be found in the Bid Submittal.

All replaceable parts of backflows of the same size and model shall be interchangeable with the original parts. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**3.1 SUB-GROUP – AMES INLINE DC/RP REPAIR PARTS ¾” – 12”****3.2 SUB-GROUP – APOLLO TOP LOADING DC/RP REPAIR PARTS ½” – 2”****3.3 SUB-GROUP – APOLLO INLINE DC/RP REPAIR PARTS 2.5” – 8”****3.4 SUB-GROUP – CONBRACO TOP LOADING DC/RP REPAIR PARTS ¾” – 8”****3.5 SUB-GROUP – WATTS TOP LOADING DC/RP REPAIR PARTS 4” – 8”****3.6 SUB-GROUP – WATTS INLINE SERIES 007 M1 DCV REPAIR PARTS ½”****3.7 SUB-GROUP – WILKINS TOP LOADING DC/RP REPAIR PARTS ¾” – 2”****3.8 SUB-GROUP – EMERGENCY PARTS LIST**

The bidder shall be available to furnish and deliver materials from the Emergency Parts List at any time. All replaceable parts of assemblies of the same size and model shall be interchangeable with the original parts.

All replacement parts shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended. Materials shall be in compliance with the most current federal standards for low-lead conveyance materials drinking water.

<b>SECTION E – SPECIFICATIONS</b>
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<b>GROUP 4 - DUAL CHECK VALVE RETROSETTERS, RELATED PARTS, AND RESETTERS</b>
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Parts are to be bid for the manufacturers and models that are currently in the Pinellas County Utilities water system today. PCU's intent is to minimize the warehouse inventory while keeping enough materials in inventory to assure that parts are available for daily work and emergencies. An estimated list of materials can be found in the Bid Submittal section. All brass material shall meet the following standards: Bronze-ASTM B62; AWWA Underground Service Line Valves and Fittings standard C800-14.

All replaceable parts of backflows of the same size and model shall be interchangeable with the original parts. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**4.1 DUAL CHECK VALVE (DUC) RETROSETTERS, VERTICALLY ALIGNED AND OFFSET**

Dual check valve assemblies with vertically aligned or offset Retrosetters shall be furnished as described below. Vertically aligned Retrosetters position the meter directly above the centerline of the service line. Offset Retrosetters position the meter laterally from the service line via a 90° elbow.

**General Specification**

- a. Dual check valves shall be of a top load cartridge style design.
- b. Dual check valves shall be supplied assembled with one of two types of Retrosetters as specified - vertically aligned or offset.
- c. Retrosetters shall allow installation of meter and dual check valves without disturbing service line at existing accounts.
- d. Retrosetters shall be supplied with an integral cartridge style dual check valve.
- e. All products must be resistant to and tolerant of chloramines and all other potable water disinfectants.
- f. Cannot delete the space between this section and the next

**General Operating Characteristics**

- a. Under flowing conditions, the device shall not chatter or pulsate. Flow ways shall be as streamlined as possible and practical.
- b. Each cartridge shall permit no leakage in a direction reverse to normal flow.

**Design Specifications**

- a. The dual check device shall be used on the outlet side of a water meter.
- b. The inlet of the dual check valve shall have a permanently attached meter swivel nut for direct connection to the water meter outlet.
- c. The outlet of the dual check valve shall be female iron pipe thread.
- d. Both dual check cartridges are to be identical and interchangeable.
- e. Cartridge assemblies shall be supplied with chloramine resistant O-rings attached to ensure a watertight seal between the cartridge and the inside of the body. (All rubber parts must be chloramine resistant for the useful life of the device.)

<b>SECTION E – SPECIFICATIONS</b>
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- f. Cartridge assemblies may be inspected and/or replaced without removing the valve from service through a removable O-ring sealed cap located at the top of the valve. The access cap shall be supplied with a 7/8" hex nut on the top to allow removal with a 7/8" socket wrench.
- g. Dual check valves shall have no more than a 10-psi head loss at a flow rate of 15 gpm.
- h. Vertically aligned Retrosetters shall position the meter directly above the centerline of the service line, nominally raising a 5/8" x 3/4" meter 7" and nominally raising a 1" meter 9" from the center line of the meter coupling to the center line of the service line.
- i. Offset Retrosetters shall offset the meter ninety (90) degrees from the service line, nominally raising a 5/8" x 3/4" meter 4-1/2", and a 1" meter 4-1/2" from the centerline of the meter coupling to the centerline of the service line.
- j. Retrosetters shall have appropriate size male meter threads on both outlet and inlet.
- k. The Retrosetters inlet copper arm shall have only one (1) ninety (90) degree bend and a full port angle ball valve with padlock wing.
- l. The Retrosetters outlet copper arm shall have a cartridge style dual check valve located on a brass cast ninety (90-degree elbow).

**Material**

- a. All brass material shall meet the following standards: Bronze-ASTM B62; AWWA Underground Service Line Valves and Fittings standard C800-14;
- b. Dual check valve cartridges shall be made of acetyl plastic or equivalent with 302 stainless steel springs.
- c. All solder to be lead-free.
- d. Sizes provided include a dual check for a 5/8" X 3/4" meter with vertically aligned nominal heights of 7"; 9", and 12"; a dual check for a 1" meter with vertically aligned nominal heights of 7", and 9". Sizes provided include a dual check for a 5/8" x 3/4" meter with an offset Retrosetters having a nominal height of 4-1/2" and dual check for a 1" meter with an offset Retrosetters having a nominal height of 4-1/2".

**APPROVED PRODUCTS:**

1. Ford RETRO-2BVBHC-FP-NL, RETRO-2CVBHC- FP-NL, RETRO-4BVBHC-FP-NL, AND RETRO-4CVBHC-FP-NL

**4.2 DUAL CHECK VALVE RETROSETTER PARTS**

All replaceable parts of assemblies of the same size and model shall be interchangeable with the original parts.

All replacement parts shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended.

**APPROVED PRODUCTS:**

1. Ford 3/4" Dual Check Repair Kit (HHCRK-3)
2. Ford 3/4" Plastic Spacer for Cap (HHCA-3-SPACER)
3. Ford 1" Dual Check Repair Kit (HHCRK-4)
4. Ford 1" Plastic Spacer and Cap Kit (HHCA-4-CAP-NL)

**SECTION E – SPECIFICATIONS****4.3 METER RESETTERS:**

Meter Resetters shall be the ball valve-type with full port opening and locking wing and be made of water works brass compliant with **ASTM-B62**. Replacement resetter inlet & outlet shall be male meter thread to accommodate meter. Materials shall be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417 as amended. Materials shall be in compliance with the most current federal standards for low-lead conveyance materials drinking water.

**APPROVED PRODUCTS:**

1. Ford VB42-7W-FP-NL, VB42-9W-FP-NL, VB44-12W-FP-NL

<b>SECTION F – BID SUBMITTAL</b>
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**Bid Title: Backflow Prevention Assemblies, Devices and Parts - Tech Svcs**

**Bid Number: 22-0100-B-BW**

**\*\*See attached Section F Bid Submittal and Summary. Pricing must be submitted on Section F - Bid Submittal (Excel)\*\***

**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 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

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 [www.sunbiz.org](http://www.sunbiz.org) for this information on how to become registered.

<b>SECTION F – BID SUBMITTAL</b>
----------------------------------

**BID SUBMITTAL CHECKLIST**

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

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

√	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
	Sign the Bidder Acceptance Form	1		
	Current Certificate(s) of Insurance	16		
	Complete the Vendor References Form	21		
	Section F – Bid Submittal and Summary (Excel) *note fill in General Information section in addition to Pricing	attachment		
	ePayables Form	38		
	Attachment A – Affidavit of Compliance	39		
	W-9	40		
	Sign the Addenda Acknowledgement Form (if applicable)	41		
	Appendix 1 – E-Verify Affidavit	43		

**SECTION F – ELECTRONIC PAYMENT**

**Bid Title: Backflow Prevention Assemblies, Devices and Parts - Tech Svcs**

**Bid Number: 22-0100-B-BW**

**Electronic Payment (ePayables)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, Payment/Invoices.

Would your company accept to participate in the ePayables credit card program?

Yes

No

For more information about ePayables credit card program please visit Purchasing Department website [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

ATTACHMENT A

MATERIALS MANDATORY AFFIDAVIT OF COMPLIANCE
Provide with Bid Submittal
Backflow Prevention Assemblies, Devices and Parts - Tech Svcs

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

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

Company: \_\_\_\_\_

I, \_\_\_\_\_ (Name), certify:

- 1. That I hold the above position with the above company and have been formally authorized through its governance system as an authorized representative to act for and on behalf of the company to create this affidavit.
2. That I have carefully examined the Invitation to Bid for Backflow Prevention Assemblies, Devices and Parts for Utilities Technical Services – Bid Number 22-0100-B-BW document.
3. That I hereby submit this bid to sell and deliver said materials to the Pinellas County Board of County Commissions strictly in accordance with the specifications herein including the requirements of Section E - Specifications.
4. That the backflow materials provided by the above company are in compliance with the most current regulatory requirements and standards including those for low-lead drinking water conveyance materials and food additive standards for coatings.

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

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Signature/Title of Authorized Representative)

STATE OF FLORIDA
COUNTY OF PINELLAS

I, the undersigned Notary Public, do hereby affirm that \_\_\_\_\_ (Name) personally appeared before me on the \_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year), and signed the above Affidavit in his/her capacity as \_\_\_\_\_ (Title) of \_\_\_\_\_ (Company) on behalf of such company.

\_\_\_\_\_  
Notary (Name)

My Commission expires: \_\_\_\_\_ (Date)



**W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**

Substitute Form **W-9**

**Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

Social security number
or
Employer identification number

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**\*Instructions to Form W-9 available upon request.**

Detach on the perforation

**Section 119.071(5), Florida Statutes Notice:**

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

**Privacy Act Notice:**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**SECTION G - ADDENDA ACKNOWLEDGMENT FORM**

**Bid Title: Backflow Prevention Assemblies, Devices and Parts - Tech Svcs**

**Bid No: 22-0100-B-BW**

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

**ADDENDUM NO.**

**SIGNATURE/PRINTED NAME**

**DATE RECEIVED**

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 complete this form. *Thank you.*

We, the undersigned have declined to submit a bid for No. **22-0100-B-BW** for **Backflow Prevention Assemblies, Devices and Parts - Tech Svcs**

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

REMARKS:

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

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

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

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

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

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

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

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

APPENDIX 1 – E-VERIFY AFFIDAVIT

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Federal Work Authorization User Identification No.: \_\_\_\_\_

Name of Pinellas County Contract and Contract No.: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of 1) physical presence \_\_\_ or 2) online notarization \_\_\_\_, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of contractor company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

Notary Public: \_\_\_\_\_

Name typed, printed, or stamped: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_