

**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.**

**SEALED BID • DO NOT OPEN**

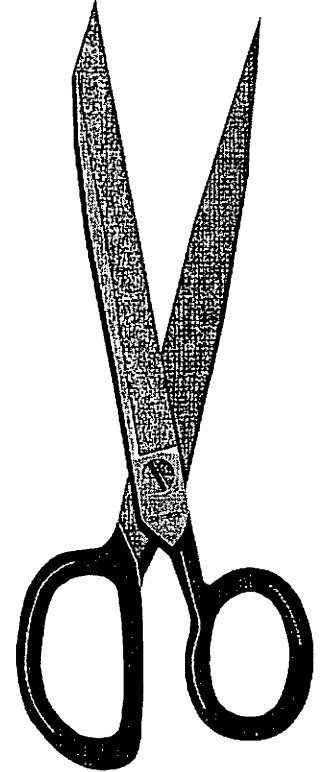
SEALED BID NO.: 067-0356-B(RM)

BID TITLE: GOLF CARTS AND UTILITY VEHICLE  
LEASE

DUE DATE/TIME: May 15, 2007 @ 3:00 P.M.

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

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



***Please Note:***

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase), from which you obtained this bid. Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

**SUBMIT  
BID TO:**

Pinellas County Board of County Commissioners  
Purchasing Department  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756

# INVITATION TO BID

**PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**BID TITLE: GOLF CART AND UTILITY VEHICLE LEASE**  
**PRE-BID CONFERENCE: N/A**

**BID NO.: 067-0356-B(RM)**

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



**BID SUBMITTAL IS DUE: May 15, 2007@ 3:00 P.M. AND MAY NOT  
BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE AND TIME**

**ISSUE DATE**

**DEADLINE FOR WRITTEN QUESTIONS: May 7, 2007 by 3:00 P.M.  
MUST BE SUBMITTED TO RUBY MCKENZIE, CPPB AT  
[rmmckenz@co.pinellas.fl.us](mailto:rmmckenz@co.pinellas.fl.us)**

**April 27, 2007**

**PHONE: 727-464-3795 FAX 727/464-3925**

## COMMISSIONERS

**RONNIE DUNCAN - CHAIRMAN**  
**ROBERT B. STEWART - VICE CHAIRMAN**  
**CALVIN D. HARRIS**  
**SUSAN LATVALA**  
**JOHN MORRONI**  
**KAREN WILLIAMS SEEL**  
**KENNETH T. WELCH**

### THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

*Candy Marcuse*  
**JOSEPH LAURO**  
**CPPO/CPPB**  
Director of Purchasing

## SECTION A

## GENERAL CONDITIONS OF INVITATION TO BID

### 1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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2. **DESCRIPTION OF SUPPLIES:**

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. **SUBMISSION OF BID:**

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

4. **REJECTION OF BID:**

- (a) The County may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid.
  - 2. The bid does not strictly conform to the law or requirements of bid.
  - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. **WITHDRAWAL OF BID:**

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. **LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

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

8. **AWARD OF CONTRACT:**

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

**SECTION A - GENERAL CONDITIONS - CONTINUED**

9. **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.
10. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.
11. **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.
12. **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".
13. **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.
14. **BID TABULATION INQUIRIES:** Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.
15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.

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**SECTION A - GENERAL CONDITIONS - CONTINUED**


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**19. COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b. The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

21. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

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

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

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

**DEFINITIONS:**

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

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape 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.

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**SECTION A - GENERAL CONDITIONS - CONTINUED**


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**25. ASBESTOS MATERIALS:**

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

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

**26. PAYMENT/INVOICES:**

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

**27. CANCELLATION:**

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

**28. BIDDER CAPABILITY/REFERENCES:**

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

**29. DELIVERY/CLAIMS:**

Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

**30. MATERIAL QUALITY:**

All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

**31. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.

**32. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

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**SECTION A - GENERAL CONDITIONS - CONTINUED**


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33. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.
38. **PROTEST PROCEDURE:**  
As per Section 2-162 of County Code
1.
    - (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.
    - (b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
    - (c) *Requirements to Protest.*
      - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
      - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**PROTEST PROCEDURE - Continued**

- (3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (e) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (f) Authority to resolve. The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.
- (g) Review of Purchasing Director's decision.
- (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.
- (2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.
- (3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.
- (4) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

**39. INTEGRITY OF BID DOCUMENTS**

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

**40. PUBLIC EMERGENCIES:**

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

<b>SECTION B SPECIAL CONDITIONS</b>
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Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
 Bid Number: **067-0356-B(RM)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a thirty-six (36) month contract for the lease and maintenance of GOLF CARTS and UTILITY VEHICLES for AIRCO Golf Course located at 13690 Stoneybrook Drive, Clearwater, Florida 33762, from a qualified golf cart manufacturer or supplier, with **NO** ownership of the equipment by Pinellas County at the end of the contract.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items including interest rate shall be held firm for the duration of the contract.

Duration of the contract shall be for a period of thirty-six (36) months, and will be effective July 18, 2007 through July 17, 2010 and include the golf cart maintenance warranty clause for bumper-to-bumper coverage on all parts and labor for the entire contract period.

4. **OPTION OF RENEWAL:**

The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional thirty-six (36) month period beyond the primary contract period. The fleet of vehicles will be replaced with a new fleet of vehicles for the new term. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or 2.5%, whichever is less. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The lease rate factor may be adjusted (increase or decrease) on new thirty-six (36) month lease based on the then Treasury bill rate.

5. **DELIVERY:** Delivery must be prior to July 18, 2007.
6. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
7. **OPT-OUT PROVISION:** The County will have the option to finance the lease, and renewals thereof through its own source if the interest rate is lower than that offered by the contractor at any time.
8. **THE "COUNTY" AND "MANUFACTURER'S" REPRESENTATIVE:** The County designates the Golf Operations Manager for the Airco Golf Course as its representative to oversee the contract lease agreement entered into by the County and the manufacturer. This representative will be the contact liaison between the County and the manufacturer.
9. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** Documentation costs, filing fees, stamps or any other costs associated with the documents are the responsibility of the contractor and due upon delivery of the cars.
10. **AGREEMENT:** If an agreement is required for this service by the contractor, the Contractor should provide a draft of lease agreement with their bid submittal.

**SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS****I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

<b>SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS</b>
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- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.  
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

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

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

**SECTION D -VENDOR REFERENCES**

Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
Bid Number: **067-0356-B(RM)**

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

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

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

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

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

1. COMPANY: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

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

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

2. COMPANY: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

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

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

3. COMPANY: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

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

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

4. COMPANY: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

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

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

**SECTION E - SPECIFICATIONS**

Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
Bid Number: **067-0356-B(RM)**

1. **SCOPE OF SERVICES:** Pinellas County desires to enter into a lease contract with a qualified Golf Cart manufacturer or supplier that will provide the County with:  

Eighty (80) new Golf Carts  
Three (3) new Utility vehicles (with one utility vehicle outfitted with beverage insert unit, split-windshield and canopy top covering).
2. **MATERIALS AND SUPPLIES:** The selected manufacturer or supplier shall provide all repair materials and supplies pertaining to the golf cart fleet warranty service agreement. The County will provide adequate workspace and adequate storage for leased equipment accessories and supplies within the confines of the Airco golf car storage building or the golf course maintenance facility.
3. **QUALIFICATIONS:** The manufacturer or supplier must be regularly engaged in the manufacturing and/or distribution of Golf Carts Services, which include the leasing/selling, and quality maintenance care of new golf carts and utility vehicles.
4. **WARRANTY:** The manufacturer shall warrant that the golf carts and utility vehicles are free from defects in materials and workmanship subject to an industry standard applicable warranty as part of the contract. All manufacturer warranties of equipment and parts will apply, and will be effective for the entire term of the contract period including all fleet equipment, batteries, chargers, and engines. The manufacturer shall maintain all leased equipment in good and usable order and to the specifications set forth in the leased equipment warranty guidelines, which are intended to provide a high level of quality to the Airco Golf Course operation. The manufacturer will identify company name and address for factory authorized Dealer that will handle maintenance, replacement parts, service and warranty work for the golf carts.
5. **OPTIONAL MAINTENANCE, REPLACEMENT PARTS AND SERVICE:** The County will consider an applicable thirty-six (36) months maintenance, parts and labor, and warranty service agreement for all leased equipment as an option.
6. **GOLF CART AND UTILITY VEHICLE SPECIFICATIONS:** Specifications for the golf carts and utility vehicles begin on page 13. Contractor is required to submit cart specifications with bid submittal.

**SECTION E – SPECIFICATIONS - Continued**

Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
 Bid Number: **067-0356-B(RM)**

**STANDARD EQUIPMENT**

**GOLF CART SPECIFICATIONS**

YES/NO

1. FRAME /CHASSIS: Aluminum construction. \_\_\_\_\_
2. MOTOR: 48 volt, powerful electric DC series motor. High efficiency. \_\_\_\_\_
3. DRIVE TRAIN: Direct drive axle, double reduction gear motor or comparable product. \_\_\_\_\_
4. ELECTRICAL SYSTEMS: 48-volt w/ four-(12) volt deep cycle storage batteries, with a minimum of 105 minute @ 56A and a minimum of 215 amp/hr. \_\_\_\_\_
5. SPEED CONTROL: Between 250 to 300 amps, solid-state, variable speed controller or a comparable speed control system. \_\_\_\_\_
6. CHARGER REQUIREMENTS: Portable fully automatic line compensating, DC output up to 48 volts; input 120 volts, Underwriters Laboratories & CUL Listed. \_\_\_\_\_
7. TRANSAXLE: High efficiency helical gears, direct drive. \_\_\_\_\_
8. BRAKES: Dual rear wheel mechanical drum brakes, self-adjusting with non-asbestos linings. Foot operated, automatic parking brake release with multi-lock system. \_\_\_\_\_
9. FRONT SUSPENSION: Leaf spring system with hydraulic shock absorbers. \_\_\_\_\_
10. REAR SUSPENSION: Leaf spring system with hydraulic shock absorbers \_\_\_\_\_
11. STEERING: Self-adjusting, rack and pinion or comparable system. \_\_\_\_\_
12. SPEED: Not to exceed 15 mph maximum speed \_\_\_\_\_

**SECTION E – SPECIFICATIONS - Continued**

Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
Bid Number: **067-0356-B(RM)**

**STANDARD EQUIPMENT**

**GOLF CART DIMENSIONS SPECIFICATIONS**

YES/NO

- 1. WEIGHT: 600 lbs. or less (without batteries). \_\_\_\_\_
- 2. LENGTH: 95 inches or less. \_\_\_\_\_
- 3. WIDTH: 50 inches or less. \_\_\_\_\_
- 4. HEIGHT: 72 inches or less. \_\_\_\_\_
- 5. WHEEL BASE: 64 inches or more. \_\_\_\_\_
- 6. FRONT-WHEEL TREAD: 30 - 35 inches. \_\_\_\_\_
- 7. REAR-WHEEL TREAD: 34 – 40 inches. \_\_\_\_\_
- 8. CLEARANCE CIRCLE: 16 feet or wider. \_\_\_\_\_
- 9. TIRES: Minimum 4-ply-rated, tubeless. \_\_\_\_\_
- 10. SEATING: Vinyl covers over thick cushion. Seating for operator and one passenger. \_\_\_\_\_

**GOLF CART FEATURES**

- 1. BODY AND FINISH: Automotive quality injection molded, UV-protected polymer with molded-in selected manufacturer color throughout body. \_\_\_\_\_
- 2. CHASSIS: Welded high yield strength aluminum construction. \_\_\_\_\_
- 3. SAFETY: Dash mounted key switch, reverse warning indicator, "Dead-man" accelerator control, with manual forward/reverse selector with "neutral" position. \_\_\_\_\_
- 4. DASH PANEL: Tee, ball and 4-position drink holders that are scuff resistant. \_\_\_\_\_
- 5. STEERING WHEEL: Grip design w/ adequate gripping area, pencil holder, scorecard holder. \_\_\_\_\_
- 6. NUMBERING: Successive numbering on each side of the car to provide proper identification between each car. \_\_\_\_\_
- 7. CART SIGN HOLDER: Visible cart sign holder installed per cart for golf course informational purposes. \_\_\_\_\_
- 8. SAND BUCKET: All carts are to be equipped with, at the minimum, one (1) sand bucket conveniently located in an easy and accessible location on the golf cart. \_\_\_\_\_

**SECTION E – SPECIFICATIONS - Continued**

Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
 Bid Number: **067-0356-B(RM)**

**STANDARD EQUIPMENT**

**UTILITY VEHICLE SPECIFICATIONS (2) Utility Vehicles – (1) Beverage Cart Unit**

YES/NO

- 1. FRAME/CHASSIS: Aluminum construction. \_\_\_\_\_
- 2. MOTOR: 4-cycle, minimum of 8 hp, electronic ignition, 12v electrical system. \_\_\_\_\_
- 3. DRIVE TRAIN: Trans axle, helical gear differential. \_\_\_\_\_
- 4. BRAKES: Dual rear wheel mechanical drum brakes, self-adjusting with non-asbestos linings. Foot operated, automatic parking brake release with multi-lock system. \_\_\_\_\_
- 5. FRONT SUSPENSION: Leaf springs with hydraulic shock absorbers. \_\_\_\_\_
- 6. REAR SUSPENSION: Leaf springs with hydraulic shock absorbers. \_\_\_\_\_
- 7. STEERING: Self-adjusting, rack and pinion. \_\_\_\_\_
- 8. SPEED: 10-15 mph \_\_\_\_\_

**UTILITY VEHICLE DIMENSION SPECIFICATIONS**

- 1. DRY WEIGHT: 600 lbs. or more. \_\_\_\_\_
- 2. LENGTH: 95 inches or less. \_\_\_\_\_
- 3. WIDTH: 50 inches or less. \_\_\_\_\_
- 4. HEIGHT: 70 inches or less. \_\_\_\_\_
- 5. WHEEL BASE: 64 inches or more. \_\_\_\_\_
- 6. FRONT WHEEL TREAD: 30 - 35 inches \_\_\_\_\_
- 7. REAR WHEEL TREAD: 34 – 40 inches \_\_\_\_\_
- 8. CLEARANCE CIRCLE: 16 feet or wider \_\_\_\_\_
- 9. TURNING RADIUS: Minimum 8 feet or wider \_\_\_\_\_
- 10. TIRES: Minimum 4-ply-rated, tubeless \_\_\_\_\_
- 11. SEATING: Vinyl covers over thick cushion. Seating for operator and one passenger. \_\_\_\_\_

**SECTION E – SPECIFICATIONS - Continued**

Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
Bid Number: **067-0356-B(RM)**

**STANDARD EQUIPMENT**

**UTILITY VEHICLE FEATURES**

YES/NO

- 1. BODY AND FINISH: Automotive quality injection molded. UV- protected polymer with molded-in color throughout body. \_\_\_\_\_
- 2. CHASSIS: Welded high-yield strength aluminum I-beam construction. \_\_\_\_\_
- 3. SAFETY: Dash mounted key switch, reverse warning indicator, "Dead-man" accelerator control, with manual forward/reverse selector with "neutral" position. \_\_\_\_\_
- 4. STEERING WHEEL: Textured design with adequate gripping area. \_\_\_\_\_
- 5. HOUR METER: On each vehicle. \_\_\_\_\_

**ADDITIONAL BEVERAGE CART UNIT SPECIFICATIONS**

- 1. Beverage insert unit. \_\_\_\_\_
- 2. Split windshield. \_\_\_\_\_
- 3. Canopy Top covering. \_\_\_\_\_
- 4. All specifications as Utility Vehicle Specifications and Utility Vehicle Dimension Specifications as listed above apply to the Beverage Cart Unit.

**SECTION F - BID SUMMARY**

Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
 Bid Number: **067-0356-B(RM)**

ITEM DESCRIPTION	MANUFACTURER	MODEL NO.	QTY	UNIT COST FACTOR	LEASE RATE	MONTHLY LEASE PAYMENT	X 36 MONTHS
GOLF CARTS			80	\$		\$	\$
STANDARD UTILITY CARTS			2	\$		\$	\$
UTILITY BEVERAGE CART			1	\$		\$	\$
<b>PLEASE INCLUDE CART SPECIFICATIONS WITH BID SUBMITTAL</b>							
<b>TOTAL 36 MONTH LEASE FOR EQUIPMENT</b>							<b>\$</b>
<b>ITEMS LISTED BELOW WILL NOT BE A DETERMINING FACTOR OF THE AWARD PROCESS</b>							
OPTIONAL MAINTENANCE FEE			83	\$		\$	\$
% OF DISCOUNT OFF MANUFACTURER'S SUGGESTED LIST PRICE FOR OPTIONAL ITEMS ADDED AT TIME OF ORDER. INTEREST RATE AND DISCOUNT WILL REMAIN FIXED FOR ALL ADDITIONAL PURCHASES DURING TERM OF THE 36 MONTH CONTRACT.							%
OPT-OUT FEE AND OTHER CHARGES FOR EARLY WITHDRAWAL OF FINANCING AFTER THE FIRST 12 MONTHS							\$

**DELIVERY MUST BE PRIOR TO JULY 18, 2007**

**SECTION E – BID SUMMARY - Continued**

Bid Title: **GOLF CART AND UTILITY VEHICLE LEASE**  
Bid Number: **067-0356-B(RM)**

**NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE**

**BIDDER MUST COMPLETE 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.**

PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS,  
NET \_\_\_\_\_

SALES PERSON TO CONTACT AFTER AWARD:

\_\_\_\_\_  
BIDDER NAME

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

\_\_\_\_\_  
\*REMIT TO NAME (AS SHOWN ON INVOICE)

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

\_\_\_\_\_  
BIDDER ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

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

\_\_\_\_\_  
TELEPHONE FAX

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
FEDERAL EMPLOYEE ID NO. (FEIN)

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

\_\_\_\_\_  
E-MAIL ADDRESS:  
(ACCOUNT REPRESENTATIVE)

\_\_\_\_\_  
COMPANY EMAIL ADDRESS:  
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	
TAXPAYER ID & CERTIFICATION W9	

<p><b>Proper Corporate Identity</b> is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see <a href="http://www.sunbiz.org">www.sunbiz.org</a> website for this division. It is essential for you to fill out the W9 on the next page and return it with your bid. Thank you.</p>
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**Form W-9**  
 (Rev. November 2005)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

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

**Name (as shown on your income tax return)**

**Business name, if different from above**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ .....  Exempt from backup withholding

**Address (number, street, and apt. or suite no.)** **Requester's name and address (optional)**

**City, state, and ZIP code**

List account number(s) here (optional)

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

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

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

Social security number
OR
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**SECTION H - STATEMENT OF NO BID**

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

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

We, the undersigned have declined to submit a bid for No. 067-0356-B(RM) for GOLF CART AND UTILITY VEHICLE LEASE

- 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: \_\_\_\_\_

PLEASE NOTE VENDOR'S LEASE AGREEMENT MAY TAKE THE PLACE OF THE COUNTY'S AGREEMENT UPON APPROVAL BY THE COUNTY ATTORNEY.

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and \_\_\_\_\_, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for LEASING OF GOLF CARTS; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Invitation to Bid No. 067-0356-B (hereinafter Invitation to Bid or ITB), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with LEASING OF GOLF CARTS AND UTILITY VEHICLES, as requested and more specifically outlined in the Invitation to Bid, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Invitation to Bid
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon July 18, 2007 and continue for a period of Thirty-six (36) months, unless canceled or terminated as provided herein. The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional thirty-six (36) month period beyond the primary contract period. The fleet of vehicles will be replaced with a new fleet of vehicles for the new term. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or 2.5%, whichever is less. If no adjustment request is

received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The lease rate factor may be adjusted (increase or decrease) on new thirty-six (36) month lease based on the then Treasury bill rate.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the 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 proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. Pinellas County reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to cancel and obtain from another source any services which have not been provided 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 or request, as determined by County.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

7. Compensation. County shall pay the Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Invitation to Bid, MONTHLY LEASE PAYMENTS. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with the Florida Prompt Payment Act, Fla. Stat.

§ 218.70, et. seq.

8. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Invitation to Bid throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Invitation to Bid, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract, at the discretion of Pinellas County.

14. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and

effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

15. Documents Comprising Contract. The Contract shall include this Agreement for LEASING OF GOLF CARTS AND UTILITY VEHICLES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Invitation to Bid and all of its addenda and attachments issued on \_\_\_\_\_, 2007;
- b. Contractor's Certificate of Insurance required under Section C of the Invitation to Bid;
- c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for LEASING OF GOLF CARTS pursuant to ITB No. \_\_\_\_\_ as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its County Administrator

CONTRACTOR

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
President (Printed Name)

ATTEST:

By: \_\_\_\_\_  
(Attesting Witness' name/title)

[Corporate Seal]

ATTEST:

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

