

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

SEALED BID • DO NOT OPEN

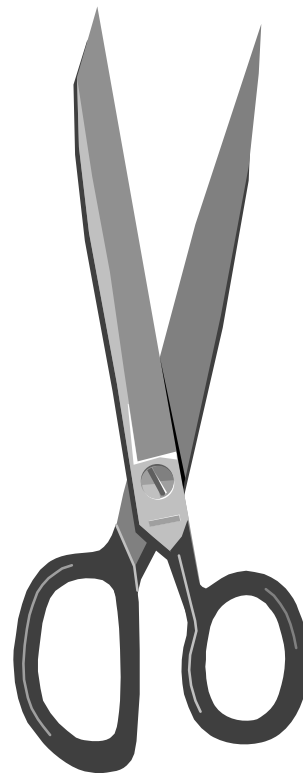
SEALED BID NO.: **089-0190-B (MW)**

BID TITLE: **Rental Equipment (COOP)**

DUE DATE/TIME: **February 19, 2009 @ 3:00 p.m.**

SUBMIT BY: _____
(Name of Company)


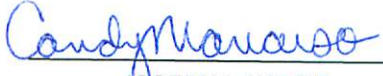
DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, 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 Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756				<h1>INVITATION TO BID</h1>	
ISSUE DATE: January 16, 2009		BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED			
TITLE: Rental Equipment (COOP)			BID NUMBER: 089-0190-B (MW)		
SUBMITTAL DUE: February 19, 2009 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE.			PRE-BID DATE & LOCATION: NOT APPLICABLE		
DEADLINE FOR WRITTEN QUESTIONS: February 3, 2009 BY 3:00 P.M. SUBMIT QUESTIONS TO: MICHAEL WILSON, CPPB AT mwwilson@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3925					
COMMISSIONERS CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI KENNETH T. WELCH		THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 JOSEPH LAURO CPPO/CPPB Director of Purchasing	

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.70) *BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____ **PHN:** () _____ **FAX:** () _____

***REMIT TO NAME:** _____ **CONTACT NAME:** _____

(As Shown On Company Invoice)

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

PRINT NAME: _____

EMAIL ADDRESS: _____

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

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

SEE PAGES 14 - 17 SECTION F FOR BID PRICING

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS**1. PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

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

2. DESCRIPTION OF SUPPLIES:

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

3. SUBMISSION OF BID:

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

4. REJECTION OF BID:

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

5. WITHDRAWAL OF BID:

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

SECTION A - GENERAL CONDITIONS - CONTINUED

6. **LATE BID OR MODIFICATIONS:**

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

7. **PUBLIC REVIEW AT BID OPENING:**

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

8. **BID TABULATION INQUIRIES:**

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

9. **AWARD OF CONTRACT:**

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

10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

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

12. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

SECTION A - GENERAL CONDITIONS - CONTINUED

13. **COLLUSION:**
The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
14. **CONTRACTOR LICENSE REQUIREMENT:**
All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:**
If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**
The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:**
Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
 - b) The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
21. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

SECTION A - GENERAL CONDITIONS - CONTINUED

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 scrap purchased from another manufacturer and used in the same or a closely related product.

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

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

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

SECTION A - GENERAL CONDITIONS - CONTINUED**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 the ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. 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.

SECTION A - GENERAL CONDITIONS - CONTINUED

33. **EXCEPTIONS:**
Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:**
Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
35. **LOBBYING:**
Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:**
The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:**
The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

SECTION A - GENERAL CONDITIONS - CONTINUED

38. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

- (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.
- (b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
- (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
- (3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.
- (g) *Review of Purchasing Director's decision.*
- (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.
- (2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.
- (3) If it is determined that the solicitation or award should be upheld, the county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.
- (h) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONTINUED**39. INTEGRITY OF BID DOCUMENTS**

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

40. PUBLIC EMERGENCIES:

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

SECTION B - SPECIAL CONDITIONS**BID TITLE: Rental Equipment (COOP)****BID NUMBER: 089-0190-B (MW)****1. INTENT - COOPERATIVE BID:**

This is a cooperative bid for the purpose of establishing a contract for Rental Equipment to order on an as needed basis by, but not limited to, the following participants:

City of St. Petersburg
Pinellas County Board of County Commissioners

Award shall be consistent among all of the above participants but each entity shall be responsible for making their own award.

2. QUANTITIES: Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.**3. PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of twenty-four (24) months from the date of contract award and any extension thereof.

Contract will allow for price adjustments (Increase/Decrease) every twelve (12) months in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100, for the twelve months prior. It is the vendor's responsibility to request an increase under this provision.

4. OPTION OF RENEWAL: The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for two (2) additional twelve (12) month periods beyond the primary contract period. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

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

SECTION D - VENDOR REFERENCES

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: Rental Equipment (COOP)
BID NUMBER: 089-0190-B (MW)****INTENT**

It is the intent of Pinellas County to establish a contract to provide Rental Equipment, including attachments and accessories to be ordered on an as needed basis. Rentals will be delivered to county wide locations or picked up by county wide departments at the County's discretion.

DETERMINATION OF LOW BIDDER

Vendors should submit pricing for all items and rates to be considered. The daily, weekly, and monthly rate (plus delivery/pickup after completion if requested) and scope of services/equipment identified below using the highest number under the estimated annual utilization column will be used to determine the most responsive low bidder. This contract is intended to be awarded to the two (2) lowest most responsive and responsible bidders. Rentals will try to be shared amongst both vendors; however, availability of equipment, attachments and accessories will drive vendor rental choice through the contract period. The intent is to award by Group for Groups one (1) and two (2) and by item for Group three (3).

DOCUMENTATION

Vendor(s) shall maintain proper accounting records of all rental services rendered through this contract to Pinellas County. Awarded vendors should provide the previous month's rentals on the 10th of the following month to Fleet Management.

This contract will not require any type of agreement to be signed per the vendor's requirements. Pinellas County authorized purchase orders will be considered as the agreement.

This contract will not allow any type of fuel surcharge, environmental fee or rental insurance charges to be incurred by Pinellas County or COOP members. All associated costs must be built into the bid pricing submitted (all inclusive). Vendors may be reimbursed for actual fuel used by the County/COOP members for items rented under this contract with combustion engines (i.e. generators – forklifts etc.). Actual fuel used must be listed separately on all invoices.

REQUIREMENTS

Rental Condition: Vendor(s) shall provide to Pinellas County, equipment, attachments, and accessories requested for rental in good operating condition. Inoperative or defective equipment and attachments are to be picked up and replaced with one in good operating condition by the vendor within eight (8) hour time period at no additional expense to Pinellas County.

Equipment shall have a full tank of fuel and all fluid levels topped off and ready for operation prior to delivery or pick-up of equipment.

Pick-up/Delivery: Vendor(s) shall provide pick-up and delivery of equipment upon request at bid price for all facilities locations within Pinellas County. Delivery – Pickup charge based upon roundtrip – delivery to site and return to pickup equipment.

Availability: All equipment shall be available for rental within twenty-four (24) hours of time requested. Where applicable, delivery arrangements are included in this twenty-four (24) hour period.

Emergencies: Vendor(s) shall provide requested support to Pinellas County for local emergency situations. Vendor will provide after hour and emergency contact information as requested. Please complete Exhibit A and return with your bid.

Invoicing: Invoices shall include purchase order number and release number. Invoices shall be sent to the ordering departments or cooperative member's invoice address provided at the time of order.

SECTION F - BID SUBMITTAL

Contract intended to be awarded by group for Group One (1) Light Duty and Group Two (2) Heavy Duty applications. Bidders shall bid all items in the Light and Heavy duty groups or bids may be rejected. Group Three (3) Specialty group - intended to be awarded by line item.

GROUP 1: LIGHT EQUIPMENT RENTAL GROUP

	Category	Size (approx)	Comparable Manufacturer	Comparable Model	Description	Est. Annual Utilization	Daily Rate	Weekly Rate	Monthly Rate	Total All Rates	Delivery - Pickup Charge
1	Air Compressor	185 CFM	Sillair	185CFM	80 - 125 PSI, Towable	1 month	\$	\$	\$	\$	\$
2	Air Compressor	375 CFM	Ingersole Rand	I- R/XP375WIR	80- 150 PSI, Towable	1 month	\$	\$	\$	\$	\$
3	Air Compressor		Dewalt	D55271	Gas powered, 15 CFM@100psi min.	1 month	\$	\$	\$	\$	\$
4	Air Compressor		Dewalt	D55153	Electric, 4.5 CFM@100psi min.	1 month	\$	\$	\$	\$	\$
5	Chain Saw	Small	Stihl	O26	16" bar	1 month	\$	\$	\$	\$	\$
6	Chain Saw	Medium	Stihl	O44	24" bar	1 month	\$	\$	\$	\$	\$
7	Chain Saw	Large	Stihl	044 mag	36" bar	1 month	\$	\$	\$	\$	\$
8	Compactor - Rammer	126 lb, foot	Wacker	BS 50-4	Jumping Jack, 11X13 foot	1 month	\$	\$	\$	\$	\$
9	Compactor - Rammer	331 lb, Plate	Multiquip	MVH-150GH	Reversible plate compactor, 26" x 17" plate	2 months	\$	\$	\$	\$	\$
10	Compact Backhoe	1/3 yd	Almond	TLB220	12" digging bucket	2 - 4 weeks	\$	\$	\$	\$	\$
11	Concrete Saw	16"	Stihl	TS760	16" blade	2 months	\$	\$	\$	\$	\$
12	Concrete Mixer	9 cu ft	Multiquip	MC-94ph8	Polyethylene drum	1 month	\$	\$	\$	\$	\$
13	Fork lift	5000 lbs	Komatsu	FG25G/P	5000 lb capacity, Pneumatic Tire	1 month	\$	\$	\$	\$	\$
14	Generator	2500 watt	MiltiQuip	2500 watt	Gasoline, singlephase	1 month	\$	\$	\$	\$	\$
15	Generator	3600 watt	MiltiQuip	3600 watt	Gasoline, singlephase	1 month	\$	\$	\$	\$	\$
16	Generator	10KW	MiltiQuip	10KW	Gas or Diesel singlephase	1 month	\$	\$	\$	\$	\$
17	Generator	30KW	MiltiQuip	30KW	Diesel, three phase w/50' cable	1 month	\$	\$	\$	\$	\$

SECTION F - BID SUMMARY - CONTINUED
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GROUP 1: LIGHT EQUIPMENT RENTAL GROUP - CONTINUED

	Category	Size (approx)	Comparable Manufacturer	Comparable Model	Description	Est. Annual Utilization	Daily Rate	Weekly Rate	Monthly Rate	Total All Rates	Delivery - Pickup Charge
18	Generator	50KW	MiltiQuip	50KW	Diesel, three phase w/50' cable	1 month	\$	\$	\$	\$	\$
19	Generator	100KW	MiltiQuip	100KW	Diesel, three phase w/50' cable	1 month	\$	\$	\$	\$	\$
20	Centrifugal, Trash Pump	3"	MiltiQuip	Qp3th	3" w/20' suction/50' discharge hoses	2-3 months	\$	\$	\$	\$	\$
21	Centrifugal, Trash Pump	4"	Wacker	PTS4V	4" w/ 20' suction/50' discharge hoses	2-3 months	\$	\$	\$	\$	\$
22	Diaphragm Pump	3"	Wacker	PDT3A	3" w/20' suction/50' discharge hoses	2-3 months	\$	\$	\$	\$	\$
23	Pressure Washer	2000psi	Simpson	2000-2500 psi	50 hose, wand & accessories	1 month	\$	\$	\$	\$	\$
24	Pressure Washer	4000 psi	Simpson	4000-5000 psi	50 hose, wand & accessories	1 month	\$	\$	\$	\$	\$
	Scissor Lifts										
25	Electric	25'	Genie	GS2646	24' to 26' height, 1000lbs. Capacity	2 months	\$	\$	\$	\$	\$
26	Rough Terrain	30'	JLG	3394RT	40 ft reach, 1000 lbs capacity	1 month	\$	\$	\$	\$	\$
27	Welder	400 Amp.	Miller, Big blue	Big Blue 400 CC/Cv	400 amp stick. w/ mig option	2-3 months	\$	\$	\$	\$	\$

GROUP 2: HEAVY EQUIPMENT RENTAL GROUP

	Category	Size (approx)	Comparable Manufacturer	Comparable Model	Description	Est. Annual Utilization	Daily Rate	Weekly Rate	Monthly Rate	Total All Rates	Delivery - Pickup Charge
1	Backhoe - Loader	4x2	John Deere	310G	1 yd bucket	2 months	\$	\$	\$	\$	\$
2	Backhoe - Loader	4x4	Case	580M	4WD, 1yd bucket	2 months	\$	\$	\$	\$	\$
3	Dozer	17,000 lb	John Deere	550J	6 way blade	1 month	\$	\$	\$	\$	\$
4	Dozer	36,000 lbs	John Deere	750C	6 way blade	1 month	\$	\$	\$	\$	\$
5	Dump Truck	12 yard	Ford	12 Yard	Box bed	1 month	\$	\$	\$	\$	\$

SECTION F - BID SUMMARY - CONTINUED

GROUP 2: HEAVY EQUIPMENT RENTAL GROUP - CONTINUED

	Category	Size (approx)	Comparable Manufacturer	Comparable Model	Description	Est. Annual Utilization	Daily Rate	Weekly Rate	Monthly Rate	Total All Rates	Delivery - Pickup Charge
6	Dump Truck	Flat bed	Ford	25,000lb GVW	Flat bed	2 months	\$	\$	\$	\$	\$
7	Dump Truck	Standard bed	Ford	5 Yard	Standard bed	2 months	\$	\$	\$	\$	\$
8	Dump Truck	End Dump Truck	Terex	27 yard	End Dump Truck	2 months	\$	\$	\$	\$	\$
9	Excavator	42 - 49K Lbs	JCB	42Kto 49K lbs	Conventional Bucket, Drain Bucket,	1 months	\$	\$	\$	\$	\$
10	Hydraulic Breaker	2800-3500 lbs			Jack Hammer for Concrete						
11	Loader	27,000 lbs	John Deere	JD544J	3.0 - 3.4 cu yd bucket, rake	6-8 weeks	\$	\$	\$	\$	\$
12	Roller (asphalt)	3100 lbs	Multiquip	AR-13H	36"double roller, Vibratory	1 month	\$	\$	\$	\$	\$
13	Roller (asphalt)	7500 lbs	Ingersol Rand	DD-30	52" double roller, Vibratory	1 month					
14	Rough Terrain Forklift	8000 lbs	Case	588G	8000 lb capacity	1 month	\$	\$	\$	\$	\$
15	Skid Steer	1500 lbs	BobCat	S150	Bucket, grapple	1 month	\$	\$	\$	\$	\$
16	Skid Steer	2500 lbs	BobCat	S250	Bucket, grapple	1 month	\$	\$	\$	\$	\$
17	Tractor	70 HP	John Deere	210LE	Scraper/box blade, sweeper	1 month	\$	\$	\$	\$	\$
18	Telescopic Lift	40'	JLG	400S	37' to 44' reach, 4wd	1 month	\$	\$	\$	\$	\$
19	Telescopic Lift	50'	JLG	450AJ Series II	40' to 50' reach	1 month	\$	\$	\$	\$	\$
20	Telescopic Lift	60'	JLG	600S	60' to 64' reach, 4wd	1 month	\$	\$	\$	\$	\$
21	Telescopic Lift	80'	Genie	S-80	80 ft height	1 month	\$	\$	\$	\$	\$
22	Trencher	Walk behind	Ditchwitch	1030	11 hp	1 month	\$	\$	\$	\$	\$
23	Trencher	Ride on	Vermeer	RT450	40 hp	1 month	\$	\$	\$	\$	\$

SECTION F - BID SUMMARY - CONTINUED

GROUP 3: SPECIALTY EQUIPMENT RENTAL GROUP
 All items not required to be bid. Award will be by line item.

	Category	Size	Manufacturer	Comparable Model	Description	Estimated Annual Utilization	Daily Rate	Weekly Rate	Monthly Rate	Total All Rates	Delivery Charge
1	Aerial Manlift	50' Bucket	Altec	50 foot	4x2 Aerial Bucket truck	1 month	\$	\$	\$	\$	\$
2	Commercial Lawn Mower	60" Cut	Hustler	60 " cut	60 " Zero turn	1 month	\$	\$	\$	\$	\$
3	Commercial Lawn Mower	72" Cut	Hustler	72" Cut	72 " zero turn	1 month	\$	\$	\$	\$	\$
	Towable Pumps										
4	Diesel (trash/sewer pumps)	4" x 4"	Gorman Rupp	4 x 4	1000 GPM	1 month	\$	\$	\$	\$	\$
5	Diesel (trash/sewer pumps)	6" x 6"	Gorman Rupp	6 x 6	2500 GPM	1 month	\$	\$	\$	\$	\$

Group 1 Total \$ _____
 (total "All Rates" column)

Group 2 Total \$ _____
 (total "All Rates" column)

Below items will not be used to determine award. The intent is to have full access to awarded vendors catalogs (with or without a discount – if offered).

Percentage Discount from Current Catalog for Attachment & Accessories _____ %
If offering zero percent (0%) enter 0 – ranges not acceptable.

Percentage Discount from Current Catalog for Unspecified Equipment Rentals _____ %
If offering zero percent (0%) enter 0 – ranges not acceptable.

Unspecified Materials/Services – not to be used to determine award: \$20,000.00

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

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)		

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

Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Detach on the perforation

STATEMENT ON USE OF SOCIAL SECURITY NUMBERS

The Clerk of the Court collects social security numbers as required or permitted by law. We are committed to protecting sensitive information and will disclose social security numbers to independent parties only as legally required.

Purposes for which we collect social security numbers include:

- Compliance with record-keeping and tax reporting to federal, state and local agencies;
- Classification of accounts;
- Identification and verification;
- Billing and payments;
- Data collection;
- Reconciliation;
- Tracking; and

Applications for home solicitation permits, marriage licenses and passports as required by state or federal law.

SECTION H - STATEMENT OF NO BID

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

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

We, the undersigned have declined to submit a bid for No. **089-0190-B (MW)** for **Rental Equipment (COOP)**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

Exhibit A – Twenty-four (24) Hour Emergency Contact Information – Please return with your bid.

Company Name: _____

Emergency Contact: _____

Emergency Contact's Phone Number - Office: _____

Alternate Phone Number: _____

Email: _____

Emergency Contact: _____

Emergency Contact's Phone Number - Office: _____

Alternate Phone Number: _____

Email: _____

**BOARD OF COUNTY
COMMISSIONERS**

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SUSAN LATVALA
JOHN MORRONI
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NANCY BOSTOCK
NEIL BRICKFIELD



Joseph Lauro, CPPO/CPPB
Director

DATE ISSUED: February 4, 2009
TO: ALL INTERESTED BIDDERS
INVITATION TO BID: Rental Equipment (COOP)
BID NUMBER: 089-0190-B (MW)
Bid Submittal Due Date: February 19, 2009 @ 3:00 P.M.
Deadline for written questions: Has Expired

ADDENDUM NO. 1

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

Questions & Responses:

1. There are some items on the list we do not carry or we carry a different make/model. Should I bid on what we have and supply the substitution info?

County Response: The makes/models listed in Section F are for specification purposes only. Bidders may bid whatever model/size they customarily provide that matches our description/sizes as closely as possible. Sizes/models offered will be reviewed and approved or rejected by Pinellas County personnel during the bid review process. Should the vendor have concern the product they are bidding does not meet the "or equal" status they should provide documentation with their sealed bid. If bidders can not provide a line item in Groups 1 and 2 it should be noted in their bid.

Please acknowledge receipt of Addendum 1 in Section G (page 19) of the Invitation To Bid, and return the page with your sealed bid. All other specifications, terms and conditions remain the same.

Please review our Current Bids website for published addendums before submitting your sealed bids:
<http://www.pinellascounty.org/purchase/Current_Bids1.htm>

Sincerely,


Joseph Lauro, CPPO/CPPB
Director of Purchasing 

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

