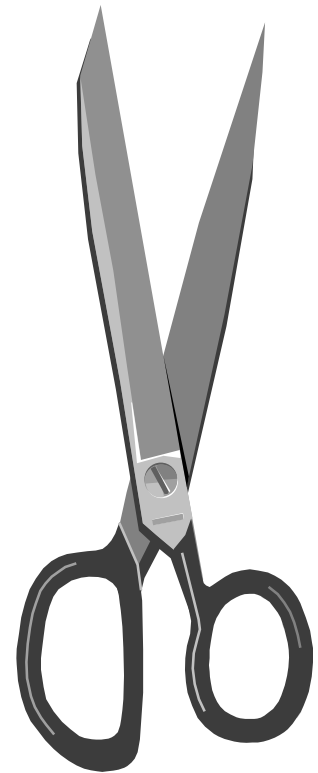


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.


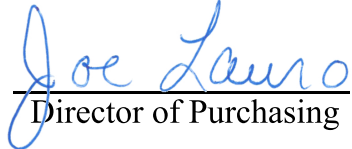
SEALED BID • DO NOT OPEN	
SEALED BID NO.:	156-0076-B (SS)
BID TITLE:	Sale of Real, Surplus Property – Nine Parcels, Dansville Area
DUE DATE/TIME:	July 7, 2016 @ 3:00 P.M.
SUBMITTED BY:	_____
	(Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6th Floor 400 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 website, www.pinellascounty.org/purchase/Current_Bids1.htm , 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.

<p>SUBMIT TO:</p> <p>PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6TH FLOOR CLEARWATER, FL 33756</p>		<h1 style="margin: 0;">INVITATION TO BID</h1>
<p>ISSUE DATE: May 4, 2016</p>	<p><i>BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED</i></p>	
<p>TITLE: Sale of Real Property – Nine (9) Parcels, Dansville Area</p>	<p>BID NUMBER:</p>	
<p>SUBMITTAL DUE: July 7, 2016 @ 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.</i></p>	<p>PRE-BID DATE & LOCATION: NOT APPLICABLE</p>	
<p>DEADLINE FOR WRITTEN QUESTIONS: June 27, 2016 BY 3:00 P.M. SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT ssteele@pinellascounty.org Phone: 727-464-4776 Fax: 727/464-3925</p>		
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u> 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.</p>	 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. 218.73) *BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

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

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

COMPANY EMAIL ADDRESS: _____

PHN: () _____ **FAX:** () _____

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

CONTACT NAME: _____

FEIN# _____

PRINT NAME: _____

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

EMAIL ADDRESS: _____

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

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

SEE PAGE 13 SECTION F FOR BID PRICING SUMMARY
THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (f) Bidders shall make all investigations necessary to thoroughly inform themselves regarding requirements of the bid. 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.
- (g) 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.
- (h) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.

2. 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

3. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

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 respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive 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

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 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 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 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires.

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 30 days to comply with Florida Statute 119.071(1)(b)2.

9. AWARD OF CONTRACT:

- (a) 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. The successful bidder of surplus real property will be required to enter into a surplus property purchase contract ("Contract").
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.

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 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

- 12. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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".

SECTION A GENERAL CONDITIONS**14. PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**

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

15. MULTIPLE COPIES:

Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.

16. 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.

17. 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.

18. 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 must be sent in writing (mail or fax) to the Purchasing Department and received by date specified in 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.

19. ASSIGNMENT/SUBCONTRACTING:

No assignment of the Contract shall be allowed without prior written consent of the County.

20. EXCEPTIONS:

Bidder 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.

21. TERMINATION:

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

SECTION A GENERAL CONDITIONS

22. CONFLICT OF INTEREST:

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – **(727) 45FRAUD** (453-7283)

Fax – 727-464-8386

23. 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.

24. TAXES:

Payments to Pinellas County are subject to applicable Florida taxes.

25. PUBLIC RECORDS/TRADE SECRETS:

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

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;

SECTION A GENERAL CONDITIONS

- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.
- (v) **If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.**

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

26. **LOBBYING:**

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

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

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

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

SECTION A GENERAL CONDITIONS**27. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.
- (b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award 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 recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.
 - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *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.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

SECTION A GENERAL CONDITIONS

- (g) *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.
- (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *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 full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
- (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION B- SPECIAL CONDITIONS

Bid Title: Sale of Real Property - Nine (9) Parcels, Dansville Area**Bid Number: 156-0076-B (SS)****1. DESCRIPTION OF PROPERTY:**

The Dansville neighborhood is an unincorporated community in the mid-western section of Pinellas County. The setting is suburban, with the City of Largo abutting the area on three sides. Ulmerton Road bisects the Greater Ridgecrest Area which begins as an east-west road then bends to the south and joins Walsingham Road which runs east-west.

The Area is primarily residential and is comprised of modest owner-occupied homes. There are approximately nine hundred twenty five (925) dwelling units in the Area; Six hundred fifty (650) single family units and the remainder multifamily.

The Area features numerous recreational opportunities including a YMCA, access to the Fred Marquis Pinellas Trail and Ridgecrest County Park. Pinellas County Extension, Florida Botanical Gardens and Heritage Village also add to the highly desirable amenities that residents can enjoy. The Boys and Girls Club, Largo Recreation Center, Neighborhood Family Center and Head Start offer year-round program activities. The central County location, proximity to the beaches, shopping, elementary school, jobs, and businesses as well as the features of the new housing are likely to appeal to a broad range of potential homebuyers.

Pinellas County has made a significant public investment in the Dansville neighborhood. Key components of the community development work completed to date include the acquisition of thirty-one acres of property, elimination of slum and blight conditions through demolition of substandard structures; dedication of publicly-owned right-of-way, and construction of three phases of infrastructure improvements including new streets, sidewalks, improved utilities and storm water drainage facilities. Housing construction is the final major phase of Dansville redevelopment. This investment in land and infrastructure will reduce overall development costs and is aimed at making private sector housing construction economically feasible.

Pinellas County currently owns sixty (60) parcels of vacant land in Dansville that are prepared for single-family housing development as outlined in red on the attached map. At this time nine (9) of the parcels are being made available for individual sale for the development of single-family housing. The available parcels subject to this Invitation to Bid are located in the northwest area of Dansville and are identified on the attached map as lots numbered 7, 8, 9, 24, 25, 26, 27, 28 and 29.

Parcel Details:

- Parcel Numbers: See Attached Map
- Future Land Use: Residential
- Zoning: R-3
- Location: West Central Pinellas County, West of the intersection of Wilcox Road and Ulmerton Road
- Jurisdiction: Unincorporated Pinellas County, Florida

2. MINIMUM BID:

The minimum acceptable bid for each available parcel is shown on the bid submittal sheet. The County may decline offers below the minimum bid.

3. SALE BASIS:

Bidders may submit bids for any single parcel or any combination of parcels. Each bid will be evaluated and awarded for the sale of that individual parcel.

Sale is on an "as is" basis and the County offers no guarantee or warranty expressed or implied as provided in the Contract. All sales are final.

SECTION B- SPECIAL CONDITIONS**4. BID DEPOSIT:**

Each submittal shall be accompanied by a deposit of 15% of the bid price of each parcel for which a bid was submitted. The deposit must be in the form of a cashier's check, money order, certified check, bank draft, trust company treasurer's check or other non-cancelable instrument made payable to the Pinellas County Board of County Commissioners. The balance payable on or before thirty (30) days from the date of acceptance of the highest bid received. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.**

The successful bidder's deposit shall be applied toward the price of the property, deposits of the unsuccessful bidder(s) shall be returned upon contract award by the Board of County Commissioners.

5. CONTRACT:

Successful bidder will be required to execute a Contract substantially similar in form to the one attached hereto within 15 days of the notification of the award.

6. SECURITY FORFEITURE:

If within 15 days after notification by Pinellas County of the award, the successful Bidder refuses or otherwise neglects to execute the required written Contract and/or fails to furnish or satisfy any other conditions or requirements of this Bid, the Bidder's Deposit shall be forfeited and the same shall be retained by Pinellas County.

7. CLOSING DATE:

This transaction shall be closed and deeds and other closing papers delivered on or before (90) days after the Effective Date of the Real Property Contract for Sale and Purchase, unless extended by other provisions of the Contract.

At closing, the County will deliver to Buyer the County Deeds Pursuant to 125.411, Florida Statutes, conveying the properties to Bidder in fee simple, and all other documents necessary for the closing of this transaction. All deeds of conveyance by Pinellas County shall convey only the interest of the County in the Properties covered thereby, and shall not be deemed to warrant the title, or to represent any statement of facts concerning the same. Closing shall be held in Pinellas County, at the office of the attorney or other closing agent designated by the Buyer.

8. PERMITS AND LICENSES:

The successful bidder will be responsible for obtaining all required permits and licenses relating to the property.

9. PAYMENT TERMS:

The balance of your bid (total minus deposit) shall be paid upon closing of the sale of the property as provided in the Contract. Final payment must be in the form of a cashier's check, certified check or money order. Checks shall be payable to Pinellas County Board of County Commissioners. **NO CASH, PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED.**

10. TITLE INSURANCE:

Successful bidder may secure title insurance at its expense.

11. SURVEY:

There is no survey of the parcel(s) and will not be provided by the County.

12. RESTRICTIONS:

Bidder shall take title subject to deed restrictions limiting the use of the property to single-family housing and construction requirements.

Bidder shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters that appear on the plat or otherwise common to the subdivision; public utility or other easements of record; any permits to which the properties are subject; taxes from the date of closing and subsequent years.

SECTION B- SPECIAL CONDITIONS

The property must be developed pursuant to the following development conditions:

- a. BUYER must construct a residential single-family detached house on the lot;
- b. Houses must be built in accordance with all applicable building, land use and zoning regulations;
- c. Houses must meet the following minimum size and design requirements;
 - 1,200 square feet;
 - 3 bedroom;
 - 2 bathroom; and
 - Enclosed garage;
- d. Buyer must obtain building permits and commence construction, including on-site construction activities within one (1) year of the closing date; BUYER may be granted an extension of time for good cause at the sole discretion and with the written consent of SELLER;
- e. Buyer must complete construction including obtaining a certificate of occupancy (CO) of a within 2 years of the date of this deed (closing date);

BUYER is hereby on notice that the conditions referenced above constitute deed restrictions on the Property. BUYER agrees to develop the Property in a manner consistent with the terms and conditions of the Contract for Sale and Purchase, and the terms and conditions outlined herein, at its sole cost and expense.

In the event the conditions subsequent to the closing date of the Property are not completed by the construction schedule requirements, the Property shall revert to the SELLER in fee simple real estate. The BUYER further agrees that in the event of a default and reversion to SELLER, BUYER will provide a deed to SELLER to codify the same. BUYER shall be liable for all costs and expenses incurred by SELLER enforcing its reversionary rights.

13. **BUYER RESPONSIBILITIES**

The sale of the Property is subject to the following factors, which will be a condition of title:

- i. Buyer shall be responsible for determining if this property will be appropriate for buyer's needs and intended use.
- ii. Seller does not represent or warrant the condition of the Property or the subsurface soil conditions.

14. **TERMS AND CONDITIONS OF SALE:**

The successful Bidder shall pay for State documentary stamps, recording of deeds and the cost of recording any corrective instruments. At closing, the County will deliver to Buyer a County Deed pursuant to 125.411 Florida Statutes, conveying the Property to Bidder in fee simple, and all other documents necessary for the closing of this transaction. All deeds of conveyance by Pinellas County shall convey only the interest of the County in the property covered thereby, and shall not be deemed to warrant the title, or to represent any statement of facts concerning the same.

Closing shall be held in Pinellas County, at the Office of the Attorney or other closing agent in Pinellas County designated by Bidder.

Bidder shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appear on the plat or otherwise common to the subdivision; public utility and other easements of record; any permits to which the Property is subject; taxes from the date of closing and subsequent years. Bidder may secure title insurance at his/her/its cost.

15. **SUBMISSION OF BIDS:**

Paper documents may be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. Why does Pinellas County Government want all the documents as PDF files?

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

SECTION B- SPECIAL CONDITIONS

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – BID SUBMITTAL

Bid Title: Sale of Real Property - Nine (9) Parcels, Dansville Area

Bid Number: 156-0076-B (SS)

Bidder(s) may submit bids for any single parcel or any combination of parcels. Each bid will be evaluated and awarded for the sale of that individual parcel.

Item #	Parcel Number (see location map)	Minimum Bid	Total Bid Price	Bid Deposit (15% of Bid Price)	Balance (Due on or before closing date)
1	7 - 08/30/15/96282/001/0150	\$13,500	\$	\$	\$
2	8 - 08/30/15/96282/001/0160	\$13,500	\$	\$	\$
3	9 - 08/30/15/96282/001/0170	\$13,500	\$	\$	\$
4	24 - 08/30/15/20342/000/2100	\$30,600	\$	\$	\$
5	25 - 08/30/15/20342/000/2120	\$13,500	\$	\$	\$
6	26 - 08/30/15/20342/000/2110	\$16,500	\$	\$	\$
7	27 - 08/30/15/20342/000/2140	\$16,000	\$	\$	\$
8	28 - 08/30/15/20342/000/2150	\$23,900	\$	\$	\$
9	29 - 08/30/15/20342/000/2250	\$21,700	\$	\$	\$
Grand Total			\$		

**I HEREBY REQUEST the Board of County Commissioners
To waive the mineral rights reservation required by
Florida Statutes § 270.11**

Signature of Bidder

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- Exempt payee
 Other (see instructions) ▶

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

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

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

Privacy Act Notice:

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

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

SECTION D – ADDENDA ACKNOWLEDGEMENT FORM

Bid Title: Sale of Real Property - Nine (9) Parcels, Dansville Area

Bid Number: 156-0076-B (SS)

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

ADDENDA NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with bid. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category ‘Current Bids’.

SECTION E – 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. **156-0076-B (SS)** for **Sale of Real Property – Nine (9) Parcels, Dansville Area.**

- 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: _____