



SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="margin: 0;">INVITATION TO QUOTE</h1> <p style="color: red; font-weight: bold; margin: 5px 0;"> QUOTES ARE NOT OPENED PUBLICLY AND QUOTES ARE ACCEPTED VIA FAX, EMAIL OR U.S. MAIL </p>
ISSUE DATE: August 28, 2017	QUOTE TITLE: Brokerage Services for Sale of Tax Credits
QUOTE DUE: Tuesday, September 12, 2017 @ 5:00 P.M. Send to Rebecca Fiesbeck AT rdfiesbeck@pinellascounty.org AND MAY NOT BE WITHDRAWN FOR 30 DAYS FROM DATE LISTED ABOVE.	QUOTE NUMBER: 167-0524-Q(RF)
DEADLINE FOR WRITTEN QUESTIONS: Tuesday, September 5, 2017 BY 12:00 P.M. CONTACT PERSON FOR QUESTIONS: Amy Martin AT amartin@pinellascounty.org PHONE: 727-464-3151 Fax: 727-464-3925	
<p style="text-align: center;">THE MISSION OF PINELLAS COUNTY</p> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	JOSEPH LAURO, CPPO/CPPB Director of Purchasing

QUOTER MUST COMPLETE THE FOLLOWING

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

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.73) *QUOTE DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

QUOTER (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 quote, 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 quote. Thank you.

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS QUOTE, INCLUDING INSURANCE REQUIREMENTS, & CERTIFY I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE QUOTER.

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

SEE PAGE 16 SECTION F FOR QUOTE PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF QUOTE:

Quote will be prepared in accordance with the following:

- (a) Our enclosed Quote Summary is to be used in submitting your quote.
- (b) All information required by the Quote Summary shall be furnished. The quoter should print or type 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 quotes will not be considered unless authorized by the Invitation to Quote.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the quoter and deemed to have been included in the quote. The Laws of the State of Florida provide that sales and use taxes are payable by the quoter upon the tangible personal property incorporated in the work and such taxes shall be paid by the quoter and be deemed to have been included in the quote.
- (g) Quoters shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Quoters shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the quote conditions. Plea of ignorance by the quoter of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the quoter 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) Quoters 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. Quotes will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Quoters are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- (c) Quoters will submit, with their quote, data necessary to evaluate and determine the quality of the item(s) they are quoting.

3. ALTERNATES:

Unless otherwise provided in an Invitation to Quote or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Quoter 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 QUOTE:

- (a) The County may reject a quote if:
 1. The quoter misstates or conceals any material fact in the quote.
 2. The quote does not strictly conform to the law or requirements of quote.
 3. The quote is conditional, except that the quoter may qualify the quoter for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis quote must include all items upon which the quote 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 quotes or parts of quotes 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 quote.

5. WITHDRAWAL OF QUOTE:

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

SECTION A - GENERAL CONDITIONS

6. **LATE QUOTE OR MODIFICATIONS:**

- (a) Quote and modifications received after the time set for the quote submittal will not be considered. **In addition, late quotes will not be accepted, will be rejected and will be returned for any reason.** This upholds the integrity of the quoting process.
- (b) Modifications in writing received prior to the time set for the quote submittal will be accepted.

7. **PUBLIC REVIEW:**

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

8. **TABULATION INQUIRIES:**

Inquiries relating to the results of this quote, prior to award, may be made by contacting the Pinellas County Purchasing Office. Tabulations will be available after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

9. **AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible quoter whose quote, conforming to the Invitation to Quote, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Quote for Sale of Real or Surplus Property, award will be made to the highest and most advantageous quote 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 quoter qualifies his quote by specified limitations. Re Par. 4(a) 3.
- (c) If two or more quotes received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more quotes received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Quote.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful quoter, shall result in a binding contract without further action by either party.

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

Where two (2) or more related parties each submit a quote or multiple quotes are received from one (1) vendor, for any contract, such quotes or shall be judged non-responsive. Related parties mean quoters or the principles thereof, which have a direct or indirect ownership interest in another quoter for the same contract or in which a parent company or the principles thereof of one (1) quoter have a direct or indirect ownership interest in another quoter 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 Quote. Quoters shall comply with all local, state, and federal directives, orders and laws as applicable to this quote 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. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the quoter, the quoter agrees to make available to all Government agencies, departments, and municipalities the quote prices submitted in accordance with said quote 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

13. **COLLUSION:**
The quoter, by affixing signature to this quote, agrees to the following: "Quoter certifies that this quote is made without previous understanding, agreement, or connection with any person, firm or corporation making a quote 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 quote and/or contract award.
15. **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 quote, the successful quoter shall provide a 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 §2-176(j). Records should be maintained for five (5) years from the date of final payment.
17. **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 quote 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 quote 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.
18. **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 quoter(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.
 - (c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
19. **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 quoters prior to submitting a quote on this requirement.

SECTION A - GENERAL CONDITIONS

20. **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.

21. **"OR EQUAL" DETERMINATION:**

Where quoting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

22. **INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible quoter may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible quoter.

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

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

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive quoter who certifies that their product or material contains the greatest percentage of postconsumer material. If quoting on paper products the quoter must certify that the materials and/or products contain at least the content recommended by the EPA guidelines.

On all quotes 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 quote 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.

24. **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 quoter. The contractor must keep this copy on site at all times during the actual demolition.

SECTION A - GENERAL CONDITIONS

25. **PAYMENT/INVOICES:**

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

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

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

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

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

26. **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.

SECTION A - GENERAL CONDITIONS

- (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.
27. **QUOTER CAPABILITY/REFERENCES:**
Prior to contract award, any quoter may be required to show 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. Quoters must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D).
28. **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.
29. **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 quote must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITQ. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the quote. 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 quote 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.
30. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**
The Contractor shall perform this contract. If a quoter intends to subcontract a portion of this work, the quoter must disclose that intent in the quote. 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 quote to a quoter, which has disclosed its intent to assign or subcontract in its response to the ITQ, without exception shall constitute approval for purposes of this Agreement.
31. **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 quoter(s) will be responsible for making any and all claims against carriers for missing or damaged items.
32. **EXCEPTIONS:**
Contractor is advised that if it wishes to take exception to any of the terms contained in this Quote or the attached service agreement it must identify the term and the exception in its response to the Quote. 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.
33. **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.

SECTION A - GENERAL CONDITIONS

34. **PUBLIC RECORDS/TRADE SECRETS:**

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

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

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

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

35. **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.

SECTION A - GENERAL CONDITIONS

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.

36. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

37. **ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

38. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

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

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

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

SECTION A - GENERAL CONDITIONS

- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

39. **INTEGRITY OF QUOTE DOCUMENTS:**

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

40. **PUBLIC EMERGENCIES:**

It is hereby made a part of this quote 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.

41. **JOINT VENTURES:**

All quoters intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the quote (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

42. **CONFLICT OF INTEREST:**

- a) The Quoter 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 Quoter 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 Quoter shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this quote document, the Quoter acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to quote process.

SECTION A - GENERAL CONDITIONS

- b) The Quoter 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 Quoter 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 Quoter. The County agrees to notify the Quoter of its opinion, by certified mail, within thirty days of receipt of notification by the Quoter.
- 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

43. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

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

SECTION B - SPECIAL CONDITIONS**QUOTE TITLE: Brokerage Services for Sale of Tax Credits****QUOTE NUMBER: 167-0524-Q(RF)****1. INTENT:**

In accordance with attached specifications, it is the intent of Pinellas County to procure the services of a broker to conduct the sale of Voluntary Cleanup Tax Credits as specified in the Quote Summary on page 20 of this Invitation to Quote.

Pinellas County Real Estate Management has applied for and received tax credit certificates from the State of Florida, Department of Environmental Protection (DEP).

Pursuant to Chapter [376.30781](#), Florida Statutes, Real Estate Management met the eligibility requirements to receive the voluntary cleanup tax credit certificates

The Voluntary Cleanup Tax Credits (VCTC) may be used toward corporate income tax pursuant to Section [220.1845](#), F.S.

These credits have been determined to be "state financial assistance" within the meaning of the [Florida Single Audit Act](#) (FSAA).

2. PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR

The contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

SECTION C - INSURANCE REQUIREMENTS

NOT APPLICABLE

SECTION D – VENDOR REFERENCES

QUOTE TITLE: Brokerage Services for Sale of Tax Credits

QUOTE NUMBER: 167-0524-Q(RF)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR QUOTE 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.

GOVERNMENTAL REFERENCES FOR WHICH YOU HAVE PREVIOUSLY PERFORMED SALE OF TAX CREDITS.

1. COMPANY: _____ 2. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____ 4. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

SECTION E – SPECIFICATIONS**QUOTE TITLE: Brokerage Services for Sale of Tax Credits****QUOTE NUMBER: 167-0524-Q(RF)****A. BACKGROUND**

Pinellas County (County) has applied for and received tax credit certificates from the State of Florida, Department of Environmental Protection (DEP).

Pursuant to Chapter 376.30781, Florida Statutes, Community Development met the eligibility requirements to receive the voluntary cleanup tax credit certificates, referenced in Section E, Page 15.

The Voluntary Cleanup Tax Credits (VCTC) may be used toward corporate income tax pursuant to Section 220.1845, F.S. These credits have been determined to be “state financial assistance” within the meaning of the Florida Single Audit Act (FSAA). (See also Section 215.97, F.S.) The credits may be used by attaching the original certificate to an annual tax return filed with the Florida Department of Revenue (DOR).

As the certificate holder, transferring the certificate to one or more individuals or entities, the County shall submit the original certificate to the DEP’s Division of Waste Management in Tallahassee, along with a signed and notarized letter authorizing the transfer. Transferred portions may be in whole or in units of no less than 25%. Such transferred credits may not be transferred again, although they may succeed to a surviving or acquiring entity after merger or acquisition. (Pursuant to Section 220.1845, F.S. and Chapter 62-788, F.A.C.)

B. SCOPE

The County is soliciting broker services to successfully market the County’s tax credits received under the VCTC Program to maximize the County’s optimum return on investment. The tax credit transfer must be conducted in accordance with Florida Statutes Section 220.1845(1)(g).

Broker services will include, but are not limited to, direct purchasing of tax credits or securing client(s) to purchase the tax credits, drafting all legal documents including the Purchase Agreement between the County and the Purchaser, preparing the Referral Agreement, filing the required transfer documents and forms with the State of Florida, and managing the transfer of funds from the Purchaser to the County. Responders must be knowledgeable of the Florida Department of Environmental Protection (FDEP) VCTC Program, and applicable federal, state and local laws.

SECTION F - QUOTE SUMMARY

QUOTE TITLE: Brokerage Services for Sale of Tax Credits

QUOTE NUMBER: 167-0524-Q(RF)

Description	Time Required for Closing (days)	Net price to Pinellas County in cents per dollar per tax credit sold (Example: \$ 0.88 per dollar)
Certificate # 680 for Facility ID# BF521202001 in the face value amount of \$51,399.19	_____	\$ _____
Certificate # 707 for Facility ID# BF520801001 in the face value amount of \$172,502.18	_____	\$ _____
Certificate # 712 for Facility ID# BF520801003 in the face value of \$114,930.10	_____	\$ _____

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

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

SECTION F - QUOTE SUMMARY**Electronic Payment (ePayables)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 24.

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

Yes No

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number : : :
or
Employer identification number : : :

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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 G - ADDENDA ACKNOWLEDGMENT FORM

QUOTE TITLE: Brokerage Services for Sale of Tax Credits

QUOTE NUMBER: 167-0524-Q(RF)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITQ BY SIGNING AND DATING BELOW:

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

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

SECTION H - STATEMENT OF NO QUOTE

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

Pinellas County Purchasing Department
ATTN: Rebecca Fiesbeck
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756
rdfiesbeck@pinellascounty.org

We, the undersigned have declined to submit a quote for No. 167-0524-Q(RF) for Brokerage Services for Sale of Tax Credits.

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Quote.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- 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 Quote" letter is not executed and returned our name may be deleted from the Quoters List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____