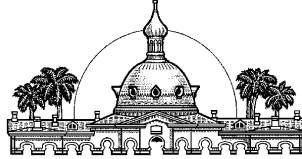

HILLSBOROUGH COUNTY



INVITATION TO BID

BID NO. ITB-P-0121-0-2011/JSW

RENTAL SERVICES OF COMMERCIAL GRADE MULCHING EQUIPMENT

PARKS, RECREATION AND CONSERVATION

BOARD OF COUNTY COMMISSIONERS
FINANCIAL SERVICES GROUP (PROCUREMENT)

John T. Fesler
Interim Director, Business and Support Services Department

James S. Wunderle
Senior Procurement Analyst

IMPORTANT NOTICE: Hillsborough County issues its solicitations electronically through its contracted vendor, Onvia DemandStar. All addenda to such solicitations will be issued exclusively through Onvia DemandStar. If you have obtained this solicitation from a source other than Onvia DemandStar, you will not be listed on the plan holders list and may not receive notification of any addenda issued. Failure to receive any issued addenda shall not relieve the bidder/proposer from any obligation(s) contained in the addenda. To access Hillsborough County solicitations and any resulting addenda, please go to www.demandstar.com or call 1-800-711-1712.

WEB SITE: <http://www.hillsboroughcounty.org/procurementservices>
EMAIL: procurementservices@hillsboroughcounty.org

601 E. KENNEDY BLVD., COUNTY CENTER, 18TH FLOOR
P. O. BOX 1110
TAMPA, FLORIDA 33601

TELEPHONE: (813) 272-5790
FAX NUMBER: (813) 272-6290

STATEMENT OF "NO BID"
HILLSBOROUGH COUNTY
BUSINESS AND SUPPORT SERVICES DEPARTMENT
P.O. Box 1110, Tampa, Florida 33601

Bid Number: ITB-P-0121-0-2011/JSW

Title: RENTAL SERVICES OF COMMERCIAL GRADE MULCHING EQUIPMENT

IMPORTANT NOTICE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive notice of Hillsborough County procurements, please return this Statement of "No Bid."

If you elect not to submit a bid/proposal, please indicate the reason below and either

Email this form to: procurementservices@hillsboroughcounty.org OR

Fax this form to 813-272-6290 OR

Mail this form to the above address.

- ☐ We do not offer this product/service or an equivalent
 - ☐ Our schedule would not permit us to perform
 - ☐ Insufficient time to respond to solicitation
 - ☐ Unable to meet specifications
 - ☐ Specifications not clear
 - ☐ Unable to meet bond and/or insurance requirements
 - ☐ Specifications "too tight"/restrictive (i.e. geared to specific brand or manufacturer)
 - ☐ Subcontractor (submitted bid to General Contractor)
 - ☐ Other (please explain): _____
- _____
- _____

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____

Address: _____

Federal Tax Identification Number: _____

Telephone: _____ Fax: _____ E-Mail: _____

HILLSBOROUGH COUNTY, FLORIDA

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HILLSBOROUGH COUNTY BUSINESS AND SUPPORT SERVICES DEPARTMENT
601 E. KENNEDY BLVD., 18TH FLOOR - COUNTY CENTER
P.O. BOX 1110, TAMPA, FL 33601
INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
BID PROPOSAL

BID NO.: ITB-P-0121-0-2011/JSW
TITLE: Rental Services of Commercial Grade Mulching Equipment
PRE-BID CONFERENCE: There will not be a pre-bid conference for this project
BID OPENING: April 28, 2011, At 2:00 P.M. At The Financial Services Group (Procurement), 601 E. Kennedy Blvd., 18th Floor, County Center, Tampa, Florida 33602

PART A
INSTRUCTIONS TO BIDDERS

GENERAL TERMS AND PROVISIONS:

1. BIDS:

- (a) The herein included Instructions to Bidders, (Part A); the Specifications, (Part B); and the Bid Proposal, (Part C); together with all attached documents therein identified, constitute the entire "Bid Package" (Contract Documents) concerning this present bid matter. Said bid package must be the basis upon which all bid proposals are offered and the same (the entire bid package) should be kept together and returned intact (sealed from public view) to Hillsborough County's Interim Director, Interim Director, Business and Support Services Department at the time and place therein specified. The Bidder must manually sign the Bid Proposal (Part C). Electronic or faxed bids will not be considered.
- (b) The number of Months and Prices (bid proposals) must be quoted only upon the bid proposal form Bid Proposal, (Part C) herewith provided and no other bid proposal will be accepted. Sealed bid proposals may not be amended or otherwise changed by any writing placed outside the sealed bid package; except, however, any such written "outside" communication by a Bidder shall be construed by Hillsborough County as indicating a withdrawal of the proffered sealed bid to which the communication relates (thereby causing the Bidder to have issued "no bid" for consideration by Hillsborough County): All prices quoted are to be FOB Tampa, Florida.
- (c) As applies to this present bid matter, the Bidder is hereby directed to cause delivery of his proposal (leave bid package intact) to Hillsborough County's Interim Director, Interim Director, Business and Support Services Department, 601 E. Kennedy Blvd., 18th Floor, County Center, Tampa, FL 33602, prior to the bid opening time which is **April 28, 2011 at 2:00 P.M.**

The delivery of said bid to the Interim Director, Business and Support Services Department prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the bidder. The Interim Director, Business and Support Services Department will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All bid proposals must be manually and duly signed by an authorized corporate officer, principle, or partner (as applicable). All bid proposals must be marked:

SEALED BID FOR BID NO. ITB-P-0121-0-2011/JSW, RENTAL SERVICES OF COMMERCIAL GRADE MULCHING EQUIPMENT, TO BE OPENED AT THE HILLSBOROUGH COUNTY BUSINESS AND SUPPORT SERVICES DEPARTMENT, 601 E. KENNEDY BLVD., 18TH FLOOR, COUNTY CENTER, TAMPA, FLORIDA 33602

Bid proposals must be signed by the Bidder with his/her signature in full. When a firm is a Bidder, the bid proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is a Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name and give title of his office. The bid proposal shall also bear the seal of the

corporation. Anyone signing the bid proposal as agent must file with it legal evidence of his authority to do so.

- (d) The Bidder is solely responsible for reading and completely understanding the requirements and the specifications of the items bid. The bid opening time must be and will be scrupulously observed. Under no circumstances will bid proposals delivered after the delivery time specified be considered. Late bid proposals will not be accepted.
- (e) Bid proposals may be withdrawn on written or telegraphic requests dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for the opening of bid proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening of bid proposals. Except as specifically provided herein, Bidders may not modify their bids after the appointed bid opening time. Negligence on the part of the Bidder in preparing his/her bid proposal confers no right of withdrawal or modification of his/her bid proposal after such bid proposal has been opened by County staff at the appointed time and place. Bidders may not withdraw or modify their bid proposals after the appointed bid proposal opening time. Said Bid Proposals shall be in force for a period of not less than ninety (90) days after the bid opening time. Further said Bid Proposal shall continue in force after said ninety (90) day period, until thirty (30) days following the date of receipt by County of written notice from the Bidder of his/her intent to withdraw his/her bid proposal, or until the date specified in said written notice as the expiration date of the Bid Proposal, whichever is later. The aforementioned Bid Proposal times will remain in effect irrespective of whether an award has theretofore been made by Hillsborough County. Notwithstanding the provisions of the preceding sentence, the Bidder may extend his/her Bid Proposal at any time prior to the scheduled expiration thereof. Bidders may not assign or otherwise transfer their Bid Proposals prior to or after the Bid Proposal opening time.
- (f) At the time and place fixed for the opening of bid proposals (see above), every bid proposal properly delivered within the time fixed for receiving bid proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present, in person or by representative.
- (g) No interpretation of the meaning of the specifications, or other contract documents will be made to any Bidder orally. Every request for such interpretation must be in writing, addressed to the Interim Director, Business and Support Services Department. To be given consideration, such requests must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at <http://www.hillsboroughcounty.org/procurementservices>, at least five (5) days prior to the date fixed for the opening of bids. Failure of a Bidder to receive any such addendum or interpretation shall not relieve said Bidder from an obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents.

2. LICENSING:

Bidder shall be properly licensed for the appropriate category of work specified in this solicitation. All Bidders are requested to submit any required license(s) with their response to this solicitation. License(s) must be effective as of the solicitation opening date and must be maintained throughout the life of the contract. Failure to be properly licensed as stated above will result in the rejection of the bid as non-responsive.

3. IRS FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:

All Bidders are requested to complete and submit the attached W-9 form with their response to this solicitation.

4. HILLSBOROUGH COUNTY BUSINESS TAX:

All Bidders are requested to submit a copy of their Hillsborough County Business Tax Receipt with their response to this solicitation, if applicable. The Business Tax Receipt must be current as of the opening date of this solicitation.

5. TAXES:

State sales tax and Federal Excise taxes cannot be included, as Hillsborough County is tax exempt. The Interim Director, Business and Support Services Department of Hillsborough County will sign exemption certificates submitted by the successful Bidder.

6. BID ERRORS:

Where bid proposals have erasures or corrections, such erasure or correction must be initialed **in ink** by the Bidder. In case of unit price contracts, if an error is committed in the extension of any item the unit price as shown in the Contract Documents will govern.

7. DEVIATIONS:

As concerns this present bid matter, all bid proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Bidder by the Instructions to Bidders, (Part A); and the Specifications, (Part B). Such deviations must be stated upon the Bid Proposals, (Part C); otherwise, Hillsborough County will consider the subject bid proposals as being made in strict compliance with said instructions to Bidders, (Part A); and the Specifications, (Part B); the Bidder being held therefore accountable and responsible. Bidders are hereby advised that Hillsborough County will only consider bid proposals that meet specifications and other requirements imposed upon them by this bid package. In instances where a deviation is stated upon the Bid Proposals, (Part C), said bid proposals will be subject to rejection by Hillsborough County in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the Instructions to Bidders, (Part A); and the Specifications (Part B); except, however, said bid proposals may not be subject to such rejection where, at the sole discretion of Hillsborough County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the bid process by affecting the amount of the bid proposal such that an advantage or benefit is gained to the detriment of the other Bidders.

8. CONDITIONS OF MATERIALS AND PACKAGING:

In instances where the Specifications, (Part B) make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful Bidder pursuant to the requirements imposed upon said Bidder by this bid package, will be NEW and in FIRST CLASS CONDITION; all related containers being new and suitable for storage and shipment; all prices including the cost of standard commercial packaging. Successful Bidders will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

9. BRAND NAMES, ETC:

In instances where the Specifications, (Part B) make this subject applicable, any use therein of brand names, manufacturer's names, trade names, information and/or catalog numbers are so used for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the purpose of placing restrictions upon Bidders (other than as to quality) and Bidders may propose and describe upon the bid proposal form (Part C) deviations believed to be equal or better than the otherwise imposed requirement: provided however, at the sole discretion Hillsborough County, said County may determine whether such deviations are or are not, in fact, deviations from said imposed requirements. In instances where a deviation is stated upon the Bid Proposals, (Part C), said bid proposals will be subject to rejection by Hillsborough County in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the Instructions to Bidders, (Part A), and the Specifications, (Part B); except, however, said bid proposal may not be subject to such rejection where, at the sole discretion of Hillsborough County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the bid process by affecting the amount of the bid proposal such that an advantage or benefit is gained to the detriment of the other Bidders.

10. REQUESTED INFORMATION AND DESCRIPTIVE LITERATURE:

Bidders must furnish all requested information in the spaces provided on the bid proposal form (Part C). Additionally, where required pursuant to the provisions of this bid package, Bidders must submit with their bid proposal - cuts sketches, descriptive literature and/or complete specifications relative to the items proposed and offered; references to previously submitted material concerned with previous bid proposals not being acceptable to Hillsborough County.

11. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all OSHA requirements; the Bidder's signature upon the bid proposal for (Part C) being by this reference considered a certification of such fact.

12. DELIVERY TIME/LIQUIDATED DAMAGES:

Bidders are hereby advised that if the Specifications (Part B) so indicated, liquidated damages at the rate and in the amount given are to be assessed against the successful Bidder not complying with a stated delivery time or performance time (or similar stated information).

13. NO ASSIGNMENT OF CONTRACT:

As concerns this present bid matter, and unless the Specifications, (Part B) indicate otherwise, no successful Bidder may make any assignment of the resulting contractual agreement between the parties, in whole or in part, without the prior written authorization as may be given at the sole discretion of Hillsborough County.

14. AWARD OF CONTRACT/REJECTION OF BIDS:

A contract will be awarded by the Board of County Commissioners of Hillsborough County to the responsible Bidder submitting the lowest and best bid proposal in compliance with the Specifications, (Part B) and other requirements imposed by this bid package, provided said bid proposals is considered (within the sole discretion of said Board) reasonable and in the best interest of Hillsborough County to accept. The successful Bidder to whom a contract is awarded will be so notified by Hillsborough County at the earliest practical date. The Board of County Commissioners of Hillsborough County, however, at its sole discretion, reserves the right to reject any and all bid proposals and to waive any informality concerning bid proposals whenever such rejection or waiver is in the best interest of Hillsborough County and when the same is in conformance with standard competitive sealed bid procedure. Hillsborough County, likewise, reserves the right to reject the bid proposal of any Bidder who has previously failed to perform properly or complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregard obligations to subcontractors, suppliers, or employees. Hillsborough County reserves the right to award on an item by item basis or on an overall basis, whichever is in the best interest of Hillsborough County.

15. STATEMENT OF ASSURANCE:

The successful Bidder shall comply with the following Statement of Assurance:

During the performance of this Contract, the CONTRACTOR herein assures the COUNTY, that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the CONTRACTOR does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY, that said CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved.

This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

16. AFFIRMATIVE ACTION BUSINESS ENTERPRISE PROGRAM:

Hillsborough County hereby notifies all Bidders that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough County pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex or national origin. Hillsborough County prohibits any person involved in Hillsborough County contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

17. INDEMNIFICATION CLAUSE: (PATENT or COPYRIGHT)

The CONTRACTOR shall indemnify and hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by CONTRACTOR during or after completion of the Work. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the County.

18. INDEMNIFICATION CLAUSE: (GENERAL LIABILITY)

The CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from

and against any and all liabilities, losses, claims, damages, demands expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the CONTRACTOR, or anyone performing any act required of CONTRACTOR in connection with performance of the Contract awarded pursuant to this bid. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the COUNTY.

19. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

20. DRUG FREE WORKPLACE PROGRAM:

Pursuant to Section 287.087, Florida Statutes, Bidders may submit with their bids a certificate certifying that they have implemented a drug free workplace program. If two or more bids are equal in price, quality, and service, preference will be given in the award process to the Bidder who has furnished such certification with their bid. Certificate forms are available from the Business and Support Services Department website at <http://www.hillsboroughcounty.org/procurementservices>.

21. SUPPLEMENTAL UNILATERAL EXTENSION PERIODS:

The COUNTY, through its Interim Director, Business and Support Services Department, has the option and reserves the right to unilaterally extend this contract or renewal period for up to three (3) additional one (1) month periods or any portion thereof, at the same terms and conditions. Notice of the County's intent to extend shall be provided by the COUNTY in writing to the CONTRACTOR prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

22. BID RESULTS:

Preliminary Bid results are available at <http://www.hillsboroughcounty.org/procurementservices>.

23. MAINTENANCE OF RECORDS:

The CONTRACTOR will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of six (6) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

24. HAND SANITIZER ORDINANCE (05-8):

Pursuant to Hillsborough County Ordinance 05-8, as amended, every Portable Restroom in service in Hillsborough County which does not have a hand washing facility located within the Portable Restroom must have

an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the Portable Restroom or immediately adjacent to the Portable Restroom. The Contractor is solely responsible for ensuring that any and all Portable Restrooms owned or leased by the Contractor are in compliance with the ordinance.

25. SOLID WASTE REMOVAL AND DISPOSAL

Pursuant to Hillsborough County Ordinance 96-34, as amended, all solid waste accumulated as a result of this contract that the Contractor is required to remove and dispose, which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Solid Waste Management Department at (813) 272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Hillsborough County Ordinance 96-34, as amended.

26. HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) General. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) Recruitment. The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap or marital status.
- (3) Unions. The CONTRACTOR will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Compliance Reports. The CONTRACTOR will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the CONTRACTOR has complied or is complying with these requirements. The CONTRACTOR will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the CONTRACTOR and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
- (5) Sanctions. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.
- (6) Subcontractors. The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The CONTRACTOR will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.
- (7) Federal Requirements. In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- Section I of the Fourteenth Amendment to the United States Constitution.
- Title VI of the Civil Rights Act of 1964.
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
- Civil Rights Acts of 1866 and 1870.
- Standards for a Merit System of Personnel Administration, 45 CFR 70.
- Revised Order Number 4, 41 CFR 60-2.10.
- Rehabilitation Act of 1973, P.L. 93-112.
- Interagency Agreement dated March 23, 1973.
- Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
- Age Discrimination Act of 1967, P.L. 94-135
- Civil Rights Act of 1968, P.L. 90-284
- Veterans Readjustment Act.
- Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O.
- Age Discrimination in Employment Act, as amended.
- Civil Rights Restoration Act of 1987.
- Federal Civil Rights Act of 1991.
- Americans with Disabilities Act
- General Accounting Procedures, 45 CFR, Part 74 and/or Part 92
- Clean Air Act, 42 USC 1857(h), section 306
- Clean Water Act, 33 USC 1368, section 508
- Executive Order 11738
- Environmental Protection Agency Regulations, 40 CFR, Part 15

STATE

- State Constitution, Preamble and Article I, Section 2 protects citizens from discrimination because of race, national origin, or religion, national origin, sex or physical disability.
- Florida Statutes, Chapter 112.042, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992, as amended

HILLSBOROUGH COUNTY

- Hillsborough County Ordinance #00-37, (Human Rights Ordinance) prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.----- Hillsborough County Ordinance #83-9, (Homerule Charter) Article IX, Section 9.11, provides that no person shall be deprived or any right because of race, sex, age, national origin, religion, handicap, marital status, or political affiliation.

(Rev 02-01)

PART B **SPECIFICATIONS**

1. **PURPOSE:** The purpose of these specifications is to describe the requirements of the Hillsborough County Parks, Recreation and Conservation Department for the rental of commercial grade mulching equipment, the FECON FTX148-L Track Carrier with the Bull Hog® BH85 Mulcher or equivalent. In addition, the rental of subject equipment shall include delivery to and from the County site with training, operational instructions, equipment maintenance, and repairs.

The manufacturer(s) name and part number (FECON FTX-148L) and mulching head (Bull Hog® BH85) have been identified as the minimum specification/performance standards and alternate bid equipment may be provided.
2. **OBTAINING CLARIFICATION AND ADDITIONAL INFORMATION:**
 - a. Potential bidders/proposers are instructed not to contact Hillsborough County employees regarding this project with the exception of employees of the Financial Services Group (Procurement). Potential bidders/proposers requesting clarification, or additional information, should contact Financial Services Group (Procurement) by the following methods:
 - i. Telephone: (813) 272-5790;
 - ii. Facsimile: (813) 272-6290;
 - iii. E-mail: procurementservices@hillsboroughcounty.org
3. **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.
4. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the contract period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such contract after providing the Vendor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Vendor for any authorized goods or services provided prior to the Vendor's receipt of the aforesaid termination notice.
5. **FAILURE TO PERFORM:** If, during the term of this contract, the Vendor/Contractor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to:
 - a. Obtain the goods or services from another Vendor/Contractor; and/or
 - b. Terminate the contract; and/or
 - c. Suspend/Debar the Vendor from bidding on Hillsborough County procurements for a period of up to twenty-four (24) months and/or
 - d. Pursue any and all other remedies available to the County.
6. **TERMINATION FOR CONVENIENCE:** Hillsborough County reserves the right to terminate this contract in whole or in part, for the convenience of the County. Notification of termination shall be provided in writing (certified mail), issued by Financial Services Group (Procurement).
7. **PAYMENT SCHEDULE:** As established by Florida Statute 218.74 (2), payment for the purchase or lease of goods and services shall be made within forty-five (45) days after the date a proper invoice is presented for payment to the BOCC Accounting Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer. If payment is not made within the time specified by law, interest will be paid to the vendor in accordance with Florida Statute 218.74 (4).
8. **FACILITIES INSPECTION:** The County reserves the right, prior to award of any contract, to inspect the Bidder's facility and place of business to determine that he/she has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the bid item(s), or services, including any later warranty service, or replacement parts support as may be required.

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SPECIFICATIONS

9. **EQUIPMENT DEMONSTRATION:** The County reserves the right to require a demonstration of equipment as proposed. Each bidder shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the bidder and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its staff members attending such demonstration. Equipment demonstration may be of vendor-owned equipment or third-party-owned equipment. Failure on the bidders' part to provide the equipment demonstration as described may result in the rejection of their bid and/or suspension from consideration for award of bids or contracts for a period not to exceed twenty-four (24) months.
10. **INSPECTION OF SAMPLES:** After the bid opening, the County reserves the right to review and inspect representative samples of the products being proposed by the apparent low responsive bidder. Samples of each item requested shall be furnished for a quality test or comparison without cost to the County within ten (10) business days. At the County's option, this inspection may take place locally at the vendor's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the vendor in the qualification of its products or company. Samples will be available for return after testing is completed. Failure to provide the samples described above may result in the rejection of their bid and/or suspension from bidding on Hillsborough County procurements.
11. **UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The County reserves the right to reject any bid in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the County is excessively priced, and reserves the right to obtain that item from another source.
12. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of the first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
13. **VENDOR USE OF HILLSBOROUGH COUNTY FOR MARKETING PROHIBITED:** The vendor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the vendor and/or the vendor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the vendor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the vendor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the vendor and/or the vendor's product(s) and/or service(s). This does not prevent the vendor from including the County on its client lists and/or listing or using the County as a reference.
14. **CONTRACTOR MUST HAVE LEGALLY AUTHORIZED WORKFORCE:**
 - a. CONTRACTOR is advised that the COUNTY has entered into an agreement (the IMAGE Agreement) with U.S Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Bid/Proposal, CONTRACTOR represents and warrants (a) that CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of CONTRACTOR'S employees are legally eligible to work in the United States, and (c) that the CONTRACTOR has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).
 - b. A mere allegation of CONTRACTOR'S intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the CONTRACTOR unless such an allegation has been determined to be factual by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.
 - c. Legitimate claims of the CONTRACTOR'S use of unauthorized workers must be reported to both of the following agencies:
 - i. The COUNTY'S Compliance Services hotline at (813) 264-8585; and

PART B
SPECIFICATIONS

- ii. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).
- d. In the event it is discovered that the CONTRACTOR'S employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the CONTRACTOR from bidding on all COUNTY contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.
- e. CONTRACTOR is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
 - i. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - ii. Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce.
 - iii. Establish a written hiring and employment eligibility verification policy.
 - iv. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - v. Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
 - vi. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - vii. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 - viii. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
 - ix. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
 - x. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
 - xi. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
 - xii. Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

15. **TERM CONTRACTING PROVISIONS:**

- a. **CONTRACT TERM:** The term of this purchase order shall be in effect until project completion.

PART B **SPECIFICATIONS**

- b. **RENEWAL OPTION:** Not Applicable.
 - c. **ESTIMATED QUANTITIES:** Quantities given represent the best estimate for use, and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the term of this contract. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Vendor shall provide for such requirements to the extent they are reasonable.
 - d. **ESCALATION/DE-ESCALATION:** Not Applicable.
16. **BASIS FOR AWARD (County's Best Interest):** Award will be made to the responsive and responsible bidder that meet the equipment specifications and provides the greatest overall number of rental weeks within the County's budget of \$65,000.
17. **NOTICE OF AWARD:** By submitting a bid proposal, the Bidder declares that they understand and agree that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between Hillsborough County and the undersigned upon notice of award by the issuance of a Purchase Order by Hillsborough County.
18. **TIME OF DELIVERY:** Delivery must not be later than three (3) calendar days after receipt of a Purchase Order. Freight shall be F.O.B. destination to the ship to address requested by the ordering County department. The Contractor shall be responsible for all freight charges. Bids that propose delivery that will not fall within this applicable required delivery time will be subject to rejection.
19. **ADMINISTRATIVE INCREASE IN AWARD AMOUNT:** Without invalidating the Agreement, the County, through its Interim Director, Financial Services Group (Procurement), reserves the right to, at any time or from time to time, enter into change orders (the cumulative total of which shall not exceed \$25,000.00), for additions, deletions, or revisions in the goods or services to be rendered under this Agreement. Once the \$25,000.00 cap is reached, all other additions, deletions, or revisions to the contract shall be at the sole discretion of Hillsborough County, and may be subject to approval by the Board of County Commissioners.
20. **PRICE EXTENSION FOR ADDITIONAL UNITS:** The County may during a period not to exceed twelve (12) months from the date of award of this bid purchase additional units depending on the County's requirements and availability of funds. However, the number of units **SHALL NOT** exceed the quantity awarded in this bid document. Bidders are requested to indicate in Section C, Bid Proposal Section, the number of months they would be willing to extend their bid prices, terms and conditions, and the number of additional units they will provide after award of this bid.
21. **COPIES:** Bidders are requested to submit an **ORIGINAL AND ONE COPY** of their proposal (**Part C of the bid document**). Also any manufacturer's SPECIFICATION SHEETS, BROCHURES, or other PRINTED supporting documents should be submitted **in duplicate**.
22. **OPTIONAL PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the bidder, the bidder agrees to make available to all government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal.
23. **PURCHASING COUNCIL: REFERENCE LAWS OF FLORIDA 69-1112 AND 69-1119:** The submission of any bid in response of this advertised request constitutes a bid for the Governmental Purchasing Council of Hillsborough County, made under the same conditions, for the same contract price, and for the same effective period as this bid, to all public entities in Hillsborough County. (SEE ATTACHMENT 2)
- a. Any Hillsborough County public entity may elect to utilize this bid at their option. All Hillsborough County public entities will issue their own purchase orders and coordinate the delivery locations and quantities with the successful bidder(s).
 - b. Hillsborough County Government will not be responsible for any transactions between the successful bidder(s) and Hillsborough County public entities that may elect to utilize this bid. All terms, prices and conditions of this bid will apply between the bidder(s), and any other Hillsborough County public entities utilizing this bid. **NOTE: THE QUANTITIES ESTIMATED IN THIS BID ARE FOR HILLSBOROUGH COUNTY ONLY.**

PART B **SPECIFICATIONS**

24. INSURANCE REQUIREMENTS:

Contractor's Liability Insurance:

The CONTRACTOR shall procure and maintain in force such insurance as will protect him from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting there from, any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below.

Insurance Required:

A. General

Before starting and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraphs B. (1) through (4) below. All policies of insurance under this contract shall include as additional insured Hillsborough County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The CONTRACTOR shall procure and maintain in force during the life of this contract the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Worker's Compensation Insurance:** The CONTRACTOR shall procure and shall maintain in force during the life of this Contract, Workers' Compensation Insurance providing statutory benefits, including those that may be required by an applicable federal statute, for all of his employees to be engaged in work on the project under this Contract. In case any class of employee engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide employer's liability insurance for all said employees.

a. Employer's Liability:

<u>\$100,000.00</u>	Limit each Accident
<u>\$500,000.00</u>	Limit Disease Aggregate
<u>\$100,000.00</u>	Limit Disease each Employee

2. **Commercial General Liability Insurance:** Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

a. General Aggregate:	<u>\$500,000.00</u>
Products and Completed Operations:	<u>\$500,000.00</u>
Personal and Advertising Injury:	<u>N/A</u>
Each Occurrence:	<u>\$500,000.00</u>
Fire Damage (anyone fire):	<u>N/A</u>
Specific Contract Aggregate Limits:	<u>Same as above</u>

PART B **SPECIFICATIONS**

3. **Business Automobile Liability Insurance:** Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include: **“ANY AUTO” coverage is required; Proof of Auto Liability Only, Additional Insured Waived.**
 - a. \$500,000.00 combined single limits each accident, for bodily injury and property damage liability.
 - b. Owned Vehicles
 - c. Hired and Non-owned Vehicles
 - d. Employer Non-ownership
 - e. Garage Keepers Liability:
4. **Professional Liability:**
 - a. Minimum limits of N/A per claim.
 - b. Notice of cancellation and or restrictions: The policy must be endorsed to provide the county with forty-five days notice of cancellation and/or restrictions.
5. **Builder's Risk:** [] is/ [X] is not required. **Installation Floater:** [] is/ [X] is not required. If required, maximum deductible: N/A . The policy should be issued for the cost of construction only. Labor and fees should not be included in the amount of coverage.
6. **Pollution Liability:** N/A per occurrence.
7. **Certificate of Insurance and Copies of Policies:** Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1. through 4. inclusive, and on request of the COUNTY certified copies of the policies required shall be filed with the Risk Management Division of the COUNTY on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured, for the operations of the CONTRACTOR under this contract (excluding the worker's compensation, automobile liability, and professional liability policies) and shall name the types of policies provided and shall refer specifically to this Contract.
8. **Comments/Notes:** **Insurance is required for the training portion of the agreement. Insurance is not required for the rental of the equipment. Once training is completed insurance will no longer be required.**
9. Sample Liability Certificate for Bidder use. (SEE ATTACHMENT 1)

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.

Cancellation: Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least **thirty (30)** days prior written notice has been given to the below named certificate holder. This prior notice provision is a part of each of the above described policies.

Project Title: **ITB-P-0121-0-2011/JSW, Rental Services of Commercial Grade Mulching Equipment**

Reviewed, Risk Management Division:

On File _____
Signature

DATE: **March 8, 2011**

PART B **SPECIFICATIONS**

27. SPECIAL INSTRUCTIONS

- 27.1 The Bidder shall submit the total number of weeks the County can rent the commercial grade mulching equipment not exceeding \$65,000 on Part C, Bid Proposal, Page 2, Column Item # 1.
- 27.2 The Bidder should provide commercial equipment literature with their bid submission to include the current hours logged for that particular commercial grade piece of equipment that the Bidder has identified for weekly rental to the County.
- 27.3 If the Bidder is awarded this contract, the Bidder will be required in accordance with Part B, Page 5, Paragraph 24 – Insurance Requirements, to provide specified insurance liability coverage amounts for the training portion of the agreement. Insurance is not required for the rental portion of the equipment.
- 27.4 The Bidder or principal thereof shall have been successfully engaged in providing substantially similar rental services of commercial grade equipment within the past five (5) years. The Bidder should provide at least four (4) contacts that can verify the Bidder has provided or is currently providing rental services of commercial grade equipment on or for substantially similar projects. The "Vendor References" appended to the Bid Proposal (Part C), Page 4, should be used by the Bidder to provide such information. If the Bidder uses its own form, the information provided must be substantially the same as contained on Part C, Page 4.

28. INTRODUCTION:

- 28.1 The Hillsborough County Parks, Recreation and Conservation Department's Conservation Services Section (Section) requires rental services of commercial grade mulching equipment (Equipment) that meets the minimum specifications, for a period of time identified in Part C Bid Proposal, Page 2, Column Item # 1. The Section requires maximizing the number of weeks that County staff can operate the Equipment and remain within their budget of \$65,000.
- 28.2 The equipment shall be operated by County staff and is required to reduce overgrown vegetation on various lands acquired through the Environmental Lands Acquisition and Protection Program (ELAPP). The equipment must be able to clear heavy brush (i.e.: palmettos, oaks, wax myrtle, salt brush, etc.) and trees up to eight (8) inches in diameter at breast height (DBH). The primary result of mulching ELAPP land is to reduce dangerous fuel loadings that pose significant hazard to the general public during wildfires and/or prescribed burns and to increase seed production in overgrown native habitats.
- 28.3 Upon delivery of the equipment, the Contractor shall provide equipment operating instructions and maintenance training for a minimum of four (4) hours to County staff.
- 28.4 The Contractor shall deliver and pick up the Equipment from:
Golden Aster Scrub Preserve
12127 East Bay Road
Gibsonton, Florida 33534
- 28.5 The Contractor shall authorize the County to transport the Equipment to various County-wide locations. The cost of transporting the Equipment from the initial destination site to other County locations shall be the County's responsibility
- 28.6 The County shall return the commercial grade rental equipment back to the initial delivery location for the Contractor to pick-up upon project completion. The County Project Manager will notify the Contractor in writing that the County's use of Contractor equipment has been completed and that the Contractor has two (2) County work days to pick up equipment from County property. The County shall not be responsible for any rental costs past the date of written notification of Equipment pick-up.
- 28.7 At the County's sole option, the County may purchase replacement cutting heads or other parts not to exceed \$10,000 to maximize Equipment capabilities and for normal operator maintenance. The Director of Parks, Recreation and Conservation Department or designee shall determine the prices fair and reasonable prior to the purchase or any parts. The County shall not reimburse the Contractor for any repairs related to Equipment breakage or failure.

PART B **SPECIFICATIONS**

- 28.8 The County Project Manager may identify additional mulching work beyond the established weeks as identified in Part C Bid Proposal, Page 2, Column Item # 1 and shall be required to reimburse the Contractor at the same weekly rate.
- 28.9 If it is determined by County staff that all additional work to County properties has been completed (mid-week of an extended rental week), the Contractor will be paid for only the number of rental days utilized (prorated by 1/7 for each day).
- 28.10 Invoices. The Contractor shall submit invoices to the County bi-monthly for services rendered during the preceding weeks.

29. EQUIPMENT EMERGENCY MAINTENANCE AND REPAIRS

- 29.1 The Contractor shall provide on-site equipment emergency maintenance and repairs by qualified service technicians as needed and at no additional cost to the County. The Contractor's initial emergency maintenance or repair assessment shall occur within two (2) County work days from the initial written notification. Equipment emergency maintenance and repair time shall not be counted as rental time and will be deducted from the overall weekly rate. The County shall prorate the weekly fee by the number of days the Contractor equipment is inoperable until the date the equipment is back in operation.
- 29.2 The Contractor's contact information to report equipment emergency maintenance and repairs to initiate a service call request shall include:
- a. Contact name
 - b. Address
 - c. Land-line phone number
 - d. Cellular phone number
 - e. Fax number
 - f. E-mail addresses
- 29.3 The County's Project Manager or designee shall notify the Contractor in writing of any equipment emergency maintenance or repairs needed. The County's Project Manager will provide the Contractor the following information:
- a. Assessment of inoperable equipment,
 - b. Circumstances, actions and events prior to equipment failure and,
 - c. Specific nature of equipment failure to Contractor for repair services.

After the initial contact with the Contractor regarding the status of the Equipment, the Contractor shall:

- 29.3.1 The Contractor shall provide qualified service technician(s) dispatched to the County site for the specific purpose of performing an Equipment initial assessment and repairs within two (2) County work days upon written notification from the County's Project Manager. The Contractor shall provide the County's Project Manager a written assessment if the Equipment can not be returned to operational status within one (1) County work day from the Contractor's initial assessment.

29. EQUIPMENT SPECIFICATIONS – FECON FTX-148-L with BULLHOG®BH85 CUTTING HEAD

29.1 SIZE AND CAPABILITIES of CARRIER AND CUTTING HEAD:

- 29.2 Maximum Weight of FECON Track Carrier with Bullhog®BH85 Cutting Head (estimated): 17,900 lbs.
- 29.3 Length of FECON Carrier with Bullhog®BH85 Cutting Head: 200"
- 29.4 Maximum Width at tracks: 76"
- 29.5 Track Width: 16" to 18"
- 29.6 Ground Clearance: 12" to 16"
- 29.7 Maximum Ground Pressure: 5.0 psi
- 29.8 Track Gauge: 52" to 60"
- 29.9 Maximum Width Overall FECON Carrier with Bullhog®BH85 Cutting Head: 85"

PART B **SPECIFICATIONS**

- 29.10 Minimum Height Reach of Attachment Arms: 10'
- 29.11 Fuel Capacity: 40 – 60 U.S. Gallons
- 29.12 Operator cab **MUST** be protected by Lexan® glass (or equal) and a Roll-over/Falling Object Protection System.

30. ENGINE

- 30.1 Minimum Horsepower (HP): 125HP
- 30.2 Fuel Type: Diesel
- 30.3 Air Cleaner: Dual Element Dry Type

31. HYDRAULIC

- 31.1 System Pressure: 5-6000psi
- 31.2 Minimum High Flow: 60 gpm
- 31.3 Minimum Low Flow: 25 gpm
- 31.4 Minimum Hydraulic Reservoir: 25 gallons

32. UNDERCARRIAGE

- 32.1 Type: Suspended with Steel Cross Link
- 32.2 Pad Type: Cross Link on Steel Reinforced Rubber

33. MINIMUM GRINDING HEAD ATTACHMENT SPECIFICATIONS:

- 33.1 Working (cutting) width: 72" to 88"
- 33.2 Overall Width: 84" to 105"
- 33.3 Minimum Hydraulic Flow: 25 – 60 gpm
- 33.4 Maximum Hydraulic Flow: 60 – 80 gpm
- 33.5 Cutting Head: Fixed, high-carbon steel cutting teeth – 36 - 50

PART C
BID PROPOSAL

BID NO. **ITB-P-0121-0-2011/JSW**

TITLE: **Rental Services of Commercial Grade Mulching Equipment**

By signing this bid proposal, the undersigned affirms that said bid proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a bid proposal for the same purpose and that this bid proposal is in all respects fair and without collusion of fraud. The undersigned understands that this bid proposals must be signed in ink and that an unsigned bid proposal will be considered incomplete and subject to rejection by Hillsborough County.

SUBJECT TO THE DEVIATION STATED IN THE PARAGRAPH BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTIONS TO BIDDERS, (PART A); AND THE SPECIFICATIONS, (PART B); SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID PROPOSAL. ALSO, THE UNDERSIGNED (BIDDER), BY THE SIGNATURE EVIDENCED, AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RESULTING OUT OF ANY ALLEGED INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS HELD BY OTHERS AS ARISES OUT OF THE BIDDER'S PERFORMANCE OF ANY CONTRACT AWARDED BY THE COUNTY PURSUANT TO THIS BID MATTER.

***** USE BLACK INK ONLY *****

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY HILLSBOROUGH COUNTY:

Deviations: NOTE - Any representation (below) of deviation(s) may cause this bid proposal to be rejected by Hillsborough County. All Bidders should carefully read paragraph 7 of Instructions to Bidders, (Part A).

The following represents every deviation (itemized by number) to the foregoing Instructions to Bidders, (Part A), and the Specifications, (Part B), upon which this bid proposal is based, to wit:

PART C
BID PROPOSAL
Instructions

1.

Column I Item #	Column II Description	Column III Unit of Measure	Column IV Unit Quantity/ Price Bid
1	Rental Services of Commercial Grade Mulching Equipment (not to exceed \$65,000 in price)	Weeks	_____

2. Pursuant to Part B, Specifications, additional purchases may be made by members of the Governmental Purchasing Council (GPC) of Hillsborough County:

- ☐ YES, I agree to extend this bid to the GPC.
- ☐ NO, I do not agree to extend this bid to the GPC.

3. **SERVICE AND PARTS LOCATION:**

NAME OF DEALER: _____

ADDRESS: _____

4. **SUBCONTRACTORS:** List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform this contract. No change in sub-contractors, as listed, will be allowed without the written approval of Hillsborough County. (Attach Separate Sheet, if necessary)

Name of Subcontractor: _____

Address: _____

Phone Number: _____

Name of Subcontractor: _____

Address: _____

Phone Number: _____

5. **REQUIRED SUPPORTING DOCUMENTATION:** The following required information (submitted in duplicate) is included and made part of this bid proposal:

- ☐ Manufacturer's Specification Sheets/Brochures,
☐ Current Business Tax License,
☐ Workers' Compensation Certificate or Workers' Compensation Waiver,
☐ Completed IRS Form "Substitute W-9",
☐ Applicable Trade License(s),

PART C
BID PROPOSAL

☐ Other: _____

6. I HAVE COMPLIED WITH ALL THE SPECIFICATIONS IN PART B OF THIS BID. (CHECK ONE)

☐ YES

☐ NO

IF NO, I HAVE IDENTIFIED THE DEVIATIONS OR NON-COMPLIANCE HERE IN PART C. NOTE: PURSUANT TO THE TERMS AND CONDITIONS, FAILURE TO MEET OR EXCEED SPECIFICATIONS MAY RESULT IN REJECTION OF YOUR BID.

*******NOTICE*******

ADDING YOUR OWN TERMS AND CONDITIONS MAY CAUSE YOUR BID SUBMISSION TO BE REJECTED. REFER TO PART A - INSTRUCTIONS TO BIDDERS, PAGE 3, PARAGRAPH 7 – DEVIATIONS.

*******NOTICE*******

PRICING INSTRUCTIONS: REFER TO PART A - INSTRUCTIONS TO BIDDERS, PAGE 1, PARAGRAPH 1(b).

*******NOTICE*******

INSURANCE REQUIREMENTS – BIDDERS WILL NOT PURCHASE LIABILITY INSURANCE AT THIS TIME. PLEASE TAKE PART B, PAGE 5, PARAGRAPH 24, AND ATTACHMENT 1 TO YOUR INSURANCE AGENT FOR A FREE QUOTE ONLY AS YOU PREPARE PRICING FOR THIS BID DOCUMENT. IF YOU ARE AWARDED THIS CONTRACT, THEN AND ONLY THEN, WILL YOU BE REQUIRED AND DIRECTED TO ATTAIN THE INSURANCE AT THE STATED LIABILITY AMOUNTS IN ACCORDANCE WITH THE INSURANCE REQUIREMENTS FOR THIS BID/CONTRACT.

ATTACHMENT 1 (1 PAGE), IS A CERTIFICATE OF LIABILITY INSURANCE FORM THAT YOUR INSURANCE COMPANY CAN USE AT THE TIME YOU ARE DIRECTED BY THE COUNTY TO PROCURE SUCH INSURANCE, SHOULD YOUR COMPANY BE AWARDED THIS CONTRACT.

NOTE: INSURANCE IS REQUIRED FOR THE TRAINING PORTION OF THE AGREEMENT. INSURANCE IS NOT REQUIRED FOR THE RENTAL OF THE EQUIPMENT. ONCE TRAINING IS COMPLETED INSURANCE WILL NO LONGER BE REQUIRED.

PART C

VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUESTED IN ORDER THAT YOUR BIDS 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: _____

E-MAIL ADDRESS: _____

INTERNET SITE ADDRESS: _____

CONTACT PERSON TO PLACE ORDERS: _____ PHONE: _____

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

1. _____
COMPANY

ADDRESS

TELEPHONE

CONTACT

2. _____
COMPANY

ADDRESS

TELEPHONE

CONTACT

3. _____
COMPANY

ADDRESS

TELEPHONE

CONTACT

4. _____
COMPANY

ADDRESS

TELEPHONE

CONTACT

**PART C
BID PROPOSAL
SIGNATURE PAGE**

- A. Name of Bidder: _____
(TYPED OR PRINTED: FIRM, CORPORATION, BUSINESS OR INDIVIDUAL)
- B. Our local (to Tampa, Florida) business address is:

- C. Federal I.D. Number _____
- D. Our primary business address is:

- E. Our present business phone number is: (____) _____
- F. Our present fax number is: (____) _____
- G. Our present e-mail address is: _____
- H. Our business has been under its present name since: _____

At this present time we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in the bid package.

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into.
- (2) That this Proposals is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

BIDDER:

By: _____ (SEAL)
(Authorized Signature signed in ink)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

ATTACHMENT 1 CERTIFICATE OF LIABILITY INSURANCE

Date: _____

Producer, Address, Telephone No. 			Insurers Affording Coverage			
Insured, Address 			Insurer A:			
			Insurer B:			
			Insurer C:			
			Insurer D:			
			Insurer E:			
<p>This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is further certified that these policies have been endorsed to provide that they will not be cancelled or changed so as to reduce the described coverages until <u>30 days</u> after written notice of such cancellation or change has been delivered to the certificate holder at the address shown below.</p>						
Insr Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
	General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> _____ <input type="checkbox"/> _____ General Aggregate Limit Applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc				Each Occurrence	\$
					Fire Damage	\$
					Personal & Advertising Injury	\$
					General Aggregate	\$
					Products – Completed Operations Aggregate	\$
						\$
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> _____ <input type="checkbox"/> _____				Combined Single Limit (Each Accident)	\$
					Bodily Injury (Per Person)	\$
					Bodily Injury (Each Accident)	\$
					Property Damage (Per Accident)	\$
	Garage Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> _____				Auto Only – Ea Acc	\$
					Other than Ea Acc Auto Only:	\$
					Aggregate	\$
	Excess Liability <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible <input type="checkbox"/> Retention \$ _____				Each Occurrence	\$
					Aggregate	\$
						\$
						\$
	Workers' Compensation and Employer's Liability				<input type="checkbox"/> WC Statu- <input type="checkbox"/> Oth- tory Limits er	\$
					E. L. Each Accident	\$
					E. L. Disease – Ea Emp	\$
					E. L. Disease – Pol Limit	\$
	Other _____					\$
<input type="checkbox"/> Contractual Liability Coverage is Included in listed General and Auto Liability Policies. <input type="checkbox"/> "Hillsborough County, a political subdivision of the state of Florida" has been named as an Additional Insured on the listed General, Auto and Aircraft Liability Policies. <input type="checkbox"/> Listed General Liability Policies include a Separation of Insureds (severability of interests) provision. <input type="checkbox"/> Other Provisions/Limitations/Conditions: ITB-P-0121-0-2011/JSW, Rental Services of Commercial Grade Mulching Equipment						
Certificate Holder: Hillsborough County - BOCC Risk Management Division 601 E. Kennedy Blvd, 17 th FL Tampa, FL 33602			Fax No. (813-635-8274)		Authorized Representative: _____ Signature _____	

ATTACHMENT 2

HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL

City of Tampa

306 E. Jackson St.
Tampa, FL 33602
Phone: (813) 274-8353
Fax: (813) 274-8355
www.tampagov.net

City of Plant City

P. O. Drawer C
Plant City, FL 33664
Phone: (813) 659-4200
Fax: (813) 659-4232
www.plantcitygov.com

City of Temple Terrace

P. O. Box 16930
Temple Terrace, FL 33687
Phone: (813) 506-6420
Fax: (813) 506-6401
www.templeterrace.com

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
Fax: (813) 272-5521
www.hillsclerk.com

Expressway Authority

1104 E. Twiggs St., S-300
Tampa, FL 33602
Phone: (813) 272-6740
Fax: (813) 273-3730
www.tampa-xway.com

Hills. Area Regional Transit Authority

4305 E. 21st Avenue
Tampa, FL 33605
Phone: (813) 623-5835
Fax: (813) 664-1119
www.hartline.org

Hillsborough County Aviation Authority

P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
Fax: (813) 875-6670
www.tampaairport.com

Hillsborough County School Board

P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
Fax: (813) 272-4007
www.sdhc.k12.fl.us

Hillsborough Community College

39 Columbus Dr.
Tampa, FL 33606
Phone: (813) 253-7060
Fax: (813) 253-7561
www.hcc.fl.edu

**Hillsborough County
Board of County Commissioners**

601 E. Kennedy Blvd., 18th Floor
P. O. Box 1110, Tampa, FL 33601-1110
Phone: (813) 272-5790
Fax: (813) 272-6290
www.hillsboroughcounty.org

Hillsborough County Sheriff

P. O. Box 3371
Tampa, FL 33601-3371
Phone: (813) 247-8029
Fax: (813) 247-8246
www.hcso.tampa.fl.us

State Attorney's Office

South Annex Tower
800 E. Kennedy Blvd. 5th Floor
Tampa, FL 33602
Phone: (813) 274-1998
Fax: (813) 272-7014
www.sao13th.com

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
Fax: (813) 272-5519
www.hcpafl.org

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
Fax: (813) 272-7043
www.votehillsborough.org

City of Tampa Housing Authority

808 North Rome Avenue
Tampa, FL 33607
Phone: (813) 253-0551
Fax: (813) 251-4522
www.thafl.com

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

Tampa Port Authority

1101 Channelside Drive
Tampa, FL 33602
Phone: (813) 905-5164
Fax: (813) 905-5109
www.tampaport.com

Tampa Sports Authority

4201 N. Dale Mabry Hwy.
Tampa, FL 33607
Phone: (813) 673-4300
Fax: (813) 673-4312
www.tampasportsauthority.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
Fax: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
Fax: (813) 228-8122
www.childrensboard.org

Hillsborough County Purchasing Council bids may be available to all chartered municipalities, local public agencies, boards, and other authorities existing in Hillsborough County.

ATTACHMENT 3

Substitute W-9

Request for Taxpayer Identification Number (TIN) And Certification

PART I – PERSONAL or BUSINESS INFORMATION			
Please type or print legibly.	1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service)		
	2-BUSINESS NAME (DBA-doing business as), if different from above.		
	3-CHECK ONE BOX to identify the type of business named above. <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-profit 501(c) <input type="checkbox"/> Associations/Estate or Trust <input type="checkbox"/> Government Entity (Exempt under section 501(a)) <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Foreign Entity(fill out appropriate W-form) <input type="checkbox"/> LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) [] Disregarded entity [] Partnership [] Corporation [] Individual/Sole Proprietor (enter owner/individual's name on line 1 above, business/DBA name on line 2)		
	4-WITHHOLDING (Optional) <input type="checkbox"/> Already subject to backup withholding <input type="checkbox"/> Exempt from backup withholding		
	5-PROTECTED STATUS – Florida Statute 119.071(4)(d) Are you a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	6-ADDRESS - Street (include apt # or suite number) _____ City _____ State _____ ZIP _____ E-mail address _____		
PART II – 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). For other entities, it is your employee identification number (EIN).			
SSN		TIN / EIN	
PART III - CERTIFICATION			
Under penalties of perjury, I certify that:			
1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, <u>and</u>		
2	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding <u>and</u>		
3	I am a U.S. citizen or other U.S. person (see definition below).		
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding			
Sign here >		Date >	

Florida Statute 119.07 (5) and the Federal Privacy Act of 1974; Collection of Social Security Numbers

The Hillsborough County Clerk of the Circuit Court collects your social security number for the purposes of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS) and for identity verification purposes. Florida Statute 119.07 (5) and the Federal Privacy Act of 1974 require the Clerk to notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.

GENERAL INSTRUCTIONS (section references are to the Internal Revenue Code unless otherwise noted).

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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