



PROCUREMENT OFFICE  
8000 60<sup>th</sup> Street  
Pinellas Park, FL 33781

**INVITATION TO BID (ITB) 25.019**  
**for**  
**VEHICLE LEASING**

**RELEASED: 9 July 2025**

**DESIGNATED PROCUREMENT OFFICE CONTACT**  
Rosanna Hany, Procurement Director  
Telephone (727) 369-5713 • Email: [purchasing@pinellas-park.com](mailto:purchasing@pinellas-park.com)

**QUESTIONS/CLARIFICATION REQUEST DEADLINE**  
**23 July 2025 • 5:00 p.m., local time**

**BIDS DUE**  
**7 August 2025, before 10:00 a.m. eastern time**

**Invitation to Bid 25.019  
VEHICLE LEASING**

**NOTICE OF COMPETITIVE OPPORTUNITY**

The City of Pinellas Park, Florida (City) invites the submission of bids from interested and qualified individuals, corporations, partnerships and other legal entities authorized to do business in the State of Florida to compete to provide the items and/or perform the services specified in this Invitation to Bid (ITB). This ITB, along with any associated plans, drawings or specifications, as well as any and Addenda issued per this ITB, may be reviewed or downloaded from: <https://www.pinellas-park.com/2021/Solicitation-Information> or [www.demandstar.com](http://www.demandstar.com).

The City is accepting electronic Bids submitted via [www.Demandstar.com](http://www.Demandstar.com). Submission of Bids prior to the deadline is solely and strictly the responsibility of the Bidder. It is the sole responsibility of the Bidder to take all necessary steps to ensure its Bid is received by the due date and time. The City will not be responsible for delays caused by technological issues that may occur or for any other reason.

Bids are due no later than the time and date specified in this ITB. Any Bids received after that time and date will not be opened. No Bid may be modified after submission to the City. Bids by paper submission, electronic mail, telephone or transmitted by facsimile (FAX) machine will not be accepted. The City reserves the right to reject any and all Bids if it is deemed to be in the best interest of the City.

To ensure the City complies with ADA accessibility requirements, all Bid documents submitted must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CAD drawings. Scanned documents must be created as PDF/A-compliant, made text searchable, and have a minimum resolution of 300 dpi. Pursuant to the Florida Electronic Signature Act, officers or authorized agents of Proposers are authorized to sign Bids electronically in the s/ First Last format.

Unless this ITB indicates an online bid opening, bids will be publicly opened at Pinellas Park Procurement Department, 8000 60<sup>th</sup> Street, Pinellas Park, FL 33781. Bid opening will occur at 10 a.m. on 7 August 2025. Pursuant to Florida Statutes § 119.071(1)(b), sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public records disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Persons with disabilities requiring reasonable accommodation to participate in this ITB should contact the City Clerk at (727) 369-0619 as promptly as possible to allow the City to examine the request and determine what if any accommodations are possible.

Disadvantaged Business Enterprises (DBEs) and Woman and Minority-Owned Business Enterprises (W/MBEs) are encouraged to submit a Bid.

The following key dates are established for the pre-submittal meeting (if scheduled), bid opening, and the deadline for submitting any questions and requests for clarification of any information contained within this ITB.

**PRE-SUBMITTAL MEETING**

If applicable, a pre-bid meeting will be held on the date and time specified in this ITB, which will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory, it is strongly advised and encouraged. Conversely, attendance is mandatory for pre-bid meetings that are

indicated as mandatory on the cover page of this ITB. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

The purpose of pre-bid meetings is to discuss the requirements and objectives of this ITB, to answer Bidder questions about the ITB or in general about the City. At the pre-bid meeting the City will attempt to answer all questions received; however, reserving the right to answer any questions in writing in a subsequent addendum to the ITB. All prospective Bidders are encouraged to obtain and review the ITB documents prior to the pre-bid meeting in order to be prepared to discuss questions or concerns about the requirements of the City.

In order to conduct the pre-bid meeting as expeditiously and efficiently as possible, it is requested that all pre-bid questions be sent to the DPC indicated on the cover page of this ITB at least three (3) business days prior to the scheduled pre-bid meeting to allow staff time to research the questions.

☒ There is no pre-submittal meeting planned for this procurement.

At the pre-submittal meeting, the City will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the ITB is issued by the Procurement Office.

ACCOMMODATION OF DISABILITIES: Potential bidders with disabilities requiring an accommodation to attend the pre-submittal meeting should contact the Procurement Office at least 5 days before the scheduled meeting.

#### **DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS**

**Inquiries or requests for clarifications of any information contained in the ITB must be received in writing in the manner set forth herein no later than 23 July 2025 by 5:00 p.m. eastern time.** All inquiries, suggestions or requests pertaining to this ITB must be submitted to the DPC on the cover page. This deadline has been established to maintain fair treatment for all potential bidders, while ensuring an expeditious selection process.

#### **PUBLIC OPENING OF BIDS**

Unless this ITB indicates an online bid opening, bids will be publicly opened at Pinellas Park Purchasing Department, 8000 60<sup>th</sup> Street, Pinellas Park, FL 33781. Bid opening will occur at 10 a.m. on 9 August 2025. Pursuant to Florida Statutes § 119.071(1)(b), sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public records disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

### **PART A** **INSTRUCTIONS FOR BIDDERS**

The City invites the submission of bids from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise in providing the goods and/services as described in this ITB. Bidders must meet the minimum qualifications stated herein and comply with the Instructions for Bidders contained in this Part A.

The City specifically reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a

bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City accepts Bidder's offer/bid.

The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.

**A.01 PUBLIC RECEIVING AND OPENING OF ELECTRONIC BIDS**

Bids submitted in response to this ITB will be electronically unsealed and read publicly after the time specified for receipt of bids stated in this ITB. The City reserves the right to extend this date and time for opening at City's sole discretion, when deemed to be in the best interest of the City. Bidders, their authorized agents and other interested persons are invited to view the opening of bids remotely through electronic means by using the link or call-in information set forth in this ITB.

**A.02 ELECTRONIC SUBMISSION OF BIDS**

The City is accepting electronic bids via the online platform set forth herein. Submission of bids prior to the deadline is solely and strictly the responsibility of the Bidder. It is the sole responsibility of the Bidder to take all necessary steps to ensure its bid is received by the due date and time. The City will not be responsible for delays caused by technological issues that may occur or for any other reason. Bidders must cause submission of bids prior to the submission deadline.

All bid documents submitted must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CAD drawings. Scanned documents must be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi.

Pursuant to the Florida Electronic Signature Act, Bidders are authorized to sign their bids electronically in the s/ First Last format.

**A.03 QUESTION AND CLARIFICATION PERIOD/EXAMINATION OF ITB AND SITE(S)**

It is the responsibility of each Bidder, before submitting a bid, to (a) examine the ITB documents thoroughly; (b) if applicable, visit the project site(s) to become familiar with local conditions that may affect cost, materials, progress, performance or the furnishing of the work; (c) consider all applicable local, federal and state codes, laws, and regulations that may affect the work; (d) study and carefully correlate Bidder's observations with the ITB documents. Bidder is required to notify the City of any conflicts, errors, or discrepancies in the ITB documents using the addenda process before submitting a bid, AND (e) notify the City of all conflicts, errors, or discrepancies in the ITB documents.

Each Bidder must examine all ITB solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Failure to become familiar with work or delivery site conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any work that is required by any award by the City based on the specifications/scope of work set forth in this ITB.

Inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the ITB documents must be made in writing and submitted in Demandstar under the "Questions" tab on or before the deadline for questions and clarification requests. All questions received and responses given will be provided in the form of a written addendum to this ITB. Informal or verbal responses will not be provided and may not be relied on. The City will not respond to inquiries received after the published deadline for receiving questions and clarifications. The City will not be responsible for oral interpretations given by any City employee, representative, or others, and Bidders are not entitled to rely upon any such oral statements.

#### **A.04 ADDENDA**

Interpretations, corrections or changes made by the City to this ITB will be made by written addenda. Questions from prospective bidders must be submitted only to the DPC and will be received up to: 5 p.m. on 23 July, 2025. Inquiries or requests for clarifications of any information contained in the ITB must be received in writing in the manner set forth above. All inquiries, suggestions or requests pertaining to this ITB must be submitted to the DPC. This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious evaluation and selection process.

Posting of Final Addenda: Friday, 25 July, 2025 by 5 p.m. The City will endeavor to post responses to all questions or clarification requests submitted by prospective Bidders. However, questions submitted at or near the deadline may not be answerable by the addenda deadline, so prospective Bidders are encouraged to submit questions as early as possible. The City will provide answers by issuing an Addendum. If more than one Addenda are issued, they will be sequentially numbered. Prospective Bidders are responsible to check for addendums prior to submittal.

It is the responsibility of the Bidder, prior to submitting a bid, to review Demandstar or the City website's procurement page to determine if addenda to the ITB were issued and, if issued, to acknowledge and incorporate each addendum into Bidder's bid. All addenda will become part of the bid documents as if contained in the originally issued solicitation documents.

#### **A.05 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA**

In this solicitation, the City is using a third-party online platform to distribute solicitation documents including addenda and bid tabulation results. This ITB, along with the associated engineered plans, drawings and specifications, as well as any and Addenda issued per this ITB, may be reviewed or downloaded from: <https://www.pinellas-park.com/2021/Solicitation-Information> or [www.demandstar.com](http://www.demandstar.com).

#### **A.06 PRE-BID MEETING**

If applicable, a pre-bid meeting will be held on the date and time specified on the cover page of this ITB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory and if a site visit is planned and if remote attendance is available. While attendance is not required at a non-mandatory meeting, it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this ITB. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

The purpose of the pre-bid meeting is to discuss the requirements and objectives of this ITB, to answer any questions potential Bidders have about the ITB, and to answer any general questions about the City. At the pre-bid meeting, the City will attempt to answer all questions received. However, the City reserves the right to answer any questions in writing in a subsequent addendum to the ITB. All prospective Bidders are encouraged to obtain and review the ITB documents prior to the pre-bid meeting in order to be prepared to discuss questions or concerns about the requirements of the City.

In order to conduct the pre-bid meeting as efficiently as possible, bidders are requested to forward questions to the Purchasing Office contact indicated on the cover page of this ITB at least three (3) business days prior to the scheduled pre-bid meeting to allow staff time to research the questions.

#### **A.07 COST OF PREPARATION**

The cost of preparing a bid in response to this ITB will be borne entirely by the Bidder.

#### **A.08 WITHDRAWAL OF BID**

Bids may be withdrawn or revised by the Bidder for any reason prior to the date and time fixed for the public opening. Bids opened by the City that are made pursuant to this ITB are considered a binding

offer to provide the items and/or perform the services described herein, allowing the City to bind the successful Bidder by awarding the project to the Bidder. The submission of a bid is taken as prima facie evidence that the Bidder has fully familiarized itself with the contents of this ITB. After bids are opened, but before the City issues its Notice of Intent to Award, or if an NOI is not used, its Notice of Award, a bid may be revised only if the Bidder can demonstrate to the City by clear and convincing evidence that the Bidder made a mistake in providing a material fact in the Bid, and that such revision does not, in the City's sole judgment, result in an uncompetitive advantage for the Bidder. Any request for revision must be provided in writing and set forth all relevant facts and arguments Bidder desires the City to consider. Mere negligence on the part of the Bidder in preparing its bid confers no right to revise a bid after bid opening.

**A.09 AMERICANS WITH DISABILITIES ACT NOTICE**

The City does not discriminate against individuals with disabilities. Any person needing special accommodations to attend a public meeting related to the ITB should contact the designated Procurement Agent for this solicitation at least 5 days before the meeting.

**A.10 NONDISCRIMINATION AS TO FEDERALLY-FUNDED SOLICITATIONS**

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, as those laws and regulations may be amended from time to time, the Bidder submitting a bid which is federally funded must assure that “*no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity*”, and in the selection and retention of subcontractors/sub-consultants, including procurement of materials and leases of equipment. The successful Bidder must affirm that it will not participate directly or indirectly in discrimination prohibited by federal or state law or applicable regulations, including but not limited to employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR, Part 21.

**A.11 GENERAL CIVIL RIGHTS**

By submitting a bid, the successful Bidder agrees it will not, in the performance of the resulting contract, discriminate against any person on the grounds of race, religion, color, national origin, gender, age, or disability, and that the Bidder will, where required by the ADA, provide reasonable accommodations and access to City services or programs the Bidder may control. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract.

**A.12 CALCULATIONS, ERRORS, OMISSIONS, EXCEPTIONS**

All bids will be reviewed mathematically and, if necessary, corrected. In the event of multiplication/addition or extension error(s), the unit pricing will prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's submission will govern.

Bidders must provide responses for all information requested in this ITB or on any related bid forms. All blanks on bid forms must be completed. Where submitted bids have deletion marks or inserted corrections, such deletions or corrections must be initialed by the Bidder. Bids submitted on a form other than those required by the City, or bids submitted on a City-supplied bid form which is altered, will be considered non-responsive. Bidders must fully comply with all requirements of this ITB in its entirety. Bids and any related bid forms must be executed by an authorized official of the Bidder with the legal and actual authority to submit the bid and bind the Bidder.

Bidders are not authorized to submit bids which include exceptions to the terms of this ITB, the scope of services, description of commodities sought, or any other term or condition of this solicitation. Bids which contain exceptions, exclusions, or which otherwise purport to be a bid, but which offer to provide services or commodities different than, or in a different manner than, or with different specifications than, or with different terms and conditions than that being solicited, will be deemed non-responsive. The only variations that will occur from the terms of this ITB will be through the issuance of formal published addenda.

**A.13 OWNER DIRECT PURCHASE**

As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the City reserves the right to require the Bidder to assign some or all of its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the City. The City saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the City elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

**A.14 TERMINATION FOR CONVENIENCE**

Unless otherwise provided for in the separate contract or purchase order resulting from an award under this ITB, the City may cancel the contract resulting from this ITB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder.

**A.15 SUNSHINE LAW; PUBLIC RECORDS AND DISCLOSURE**

Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Florida Statutes Chapters 119 and 286.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Florida Statutes Chapter 286. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Bids and related information and materials received by the City are public records under Florida law,

and will be subject to public inspection upon the issuance of the City's notice of intended decision, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in section 119.07, Florida Statutes. If the City rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until the City provides notice of intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A bid is not exempt for longer than twelve months after the notice of rejection of all bids.

Pursuant to section 119.0701, Florida Statutes, to the extent a successful Bidder is performing services on behalf of the City, the successful Bidder must:

- 1) Keep and maintain public records required by the City to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the City's public records policies. The Bidder agrees, prior to providing services, it will implement policies and procedures, which are subject to approval by City, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and City policies including but not limited to section 119.0701, Florida Statutes;
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119;
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the successful Bidder does not transfer the records to the City; and
- 4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in its possession or keep and maintain public records required by the City to perform the service. If the successful Bidder transfers all public records to the City at the completion of the Agreement, the successful Bidder must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Bidder keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BY TELEPHONE (727.369.0619), E-MAIL ([cityclerk@pinellas-park.com](mailto:cityclerk@pinellas-park.com)), OR MAIL (CITY OF PINELLAS PARK, OFFICE OF THE CITY CLERK, 5141 78<sup>th</sup> AVENUE NORTH, PINELLAS PARK, FLORIDA, 33781).**

#### **A.16 TRADE SECRETS**

The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the

operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City’s legal counsel and, if City’s legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City’s counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

#### **A.17 TAX EXEMPT; TAX LIABILITY**

The City is tax-exempt, subject to applicable provisions of Florida law regarding sales tax. The successful Bidder is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Bidder’s services under the Agreement resulting from this ITB, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Bidder or Bidder employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Bidder’s responsibility under the Agreement, Bidder will indemnify the City for any tax liability, interest, and penalties imposed upon the City. The amount(s) of compensation set forth in the Agreement resulting from this ITB, or in any change orders authorized pursuant to the Agreement, will be understood and agreed to include any

and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder. The City's tax-exempt number is 85-8012514520C-3.

**A.18 RESERVATION OF RIGHTS**

The City reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the City, in the City's sole judgment, and in conformance with applicable state and local laws or regulations.

The City further reserves the right to make inquiries, request clarification, require additional information and documentation from any Bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of the Agreement. If a single response is received by the deadline for receipt of bids, it may or may not be rejected by the City depending on available competition and current needs of the City. The City reserves the right to take such actions as it deems necessary and in its best interests.

**A.19 AUTOMATIC DISQUALIFICATION**

A Bidder will be disqualified from consideration for award of an agreement pursuant to this Request for Bids for any of the following reasons:

- Failure to meet mandatory minimum qualifications stated herein.
- Directly violating or causing another to violate the City's anti-lobbying provisions.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid.
- Verified evidence that Bidder has a financial interest in the company of a competing Bidder.
- Engaging in unbalanced bidding.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Florida Statutes § 287.135.
- Not being properly licensed by, and eligible to conduct business in, the State of Florida or Pinellas County prior to submitting a bid.
- Bidder's or Bidder's officer or director having plead no contest or been convicted of fraud, embezzlement, bribery or other financial crime related to procurement or public contracting within the past 5 years.
- Having been disbarred from participating in the public procurement process of any federal, state or local governmental entity within the past 5 years.

The City, at its sole discretion, may request clarification or additional information to determine a Bidder's qualifications, responsibility, or responsiveness.

**A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES**

Notwithstanding any provision to the contrary, City will have the option to immediately terminate the Agreement, in its sole discretion, if Bidder is found to have submitted a false certification under Florida Statutes § 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Florida Statutes § 215.473; or if Bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies through submission of the attached Bidders Scrutinized Companies Certification that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business

operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or bid under Florida Statutes § 287.135.

The list of “Scrutinized Companies” is created pursuant to Florida Statutes § 215.473. A copy of the current list of “Scrutinized Companies” can be found at the following link:

[https://www.sbafla.com/media/5rjltjyy/2025\\_03\\_05\\_web\\_update\\_pfia\\_prohibited\\_list.pdf](https://www.sbafla.com/media/5rjltjyy/2025_03_05_web_update_pfia_prohibited_list.pdf)

#### **A.21 NO LOBBYING**

**Lobbying Restrictions.** Pursuant to Pinellas Park City Code § 2-620, after the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors/proposers or their agents, representatives or persons acting at the request of such offerors/proposers shall contact, communicate with, or discuss, either in person, by phone, email or text message, any matter relating to the solicitation or the renegotiation with any City officers, agents or employees (including the City Council and City Manager) other than the procurement official or procurement agent designated in this solicitation, unless otherwise provided for in the solicitation or otherwise directed by the procurement official. This prohibition includes copying such persons on written communications with the procurement agent, but does not apply to presentations made to evaluation committees or at a Council meeting where the Council is considering approval of a proposed contract. The prohibition ends upon issuance of a purchase order or execution of the final contract, or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the council directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. **Failure of vendors seeking to conduct, or potentially interested in conducting business with the City to strictly adhere to this section shall result in the offender’s bid, proposal or response being disqualified from further consideration, and may also result in the suspension or debarment of the offending vendor.**

#### **A.22 RESPONSIBILITY DISCLOSURES**

If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

In addition to this information, please also provide written responses to the following questions:

- Has bidder been sued in civil court for any intentional or negligent tort within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder been sued in civil court for breach of contract within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been criminally charged with any crime related to bidder’s performance of work or business practices within the past five years? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been cited by OSHA or any other state or federal regulatory agency within the past five years for violation of regulations resulting from bidder’s performance of work or business practices? If so, state the charge numbers, name of citing agencies, and provide a narrative as to the outcome of each.

- Has bidder, or any of its licensed employees or licensed qualifiers, had their license suspended or revoked within the past five years? If so, list each such instance and provide a narrative response as to the reasons for the licensure action and the current status of the suspended or revoked license.

NOTE: The foregoing questions addressing bidder responsibility **MUST** be answered in full and such responses **MUST** be included in submitted bids. Failure to respond to each question posed will result in bids being disqualified. A positive response to any of the foregoing questions will **NOT** result in an automatic disqualification. Rather, the City's evaluation of a bidder's responsibility to perform the work will take into account the overall responses provided, including the nature, volume, and timing of each suit, charge, citation, debarment, suspension, or license action.

Bidders must provide with their bids a list of all subcontractors they intend to use to perform the project, including a description of what portions of the work each subcontractor will do, and acknowledging that use of such subcontractors shall not absolve the General Contractor/bidder from complying with the terms and conditions of the awarded contract.

#### **A.23 RIGHT TO PROTEST**

Any actual bidder, proposer, or solicitation responder who is aggrieved in connection with a notice of intent to award a contract, where such grievance is asserted to be the result of a violation of the requirements of this procurement code or any applicable provision of law by the officers, agents, or employees of the city, or by the successful bidder, proposer or responding business, may file a protest with the procurement official in accordance with the procedures set forth in City Code § 2-622.

#### **A.24 FINANCIAL RESPONSIBILITY**

During the bid evaluation process, depending on the size and nature of the transaction, Bidders may, upon request by the City, be required to demonstrate financial responsibility by furnishing audited financial statements for the past two fiscal years. Such statements must be prepared in accordance with generally acceptable accounting practices and include an independent Certified Public Accountant (CPA) statement and must be provided to the City within ten (10) calendar days of the City's request.

#### **A.25 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**

If mutually agreeable to the successful Bidder, other governmental entities may desire to utilize (piggyback) an agreement entered into pursuant to this ITB, subject to the rules and regulations of that governmental entity. The City has no responsibility for, and is not a party to, any such agreements.

#### **A.26 COMPLIANCE WITH LAW; STATE AND FEDERAL GRANT REQUIREMENTS**

By submitting a bid, Bidder agrees that its performance of the eventual Agreement shall be in compliance with all applicable local, state and federal laws and regulations. In agreements financed in whole or in part by federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, must be complied with. To the extent they differ from those of the City, the cost principles of the grantor will be used.

#### **A.27 ESTIMATED QUANTITIES**

If provided, estimated quantities indicated on the bid form are for bidding purposes only. The amount of actual purchase of the item(s), or the service(s) to be performed, described in this ITB is neither guaranteed nor implied. Payment to the successful Bidder will be made only for the actual quantities of work performed or materials furnished.

**A.28 NON-EXCLUSIVITY OF AGREEMENT; NON-ASSIGNMENT**

The successful Bidder understands and agrees that, unless provided otherwise in a written agreement, any resulting contractual relationship is nonexclusive and the City reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City.

No Agreement resulting from this ITB may be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Bidder from any of its obligations and liabilities under the Agreement.

**A.29 UNBALANCED BIDS**

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices used by Bidders in preparing its bids. However, where in the opinion of the City such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competing Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

If the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the Bidder obtained and upon which the Bidder relied to develop its bid. The City reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

**A.30 FRONTLOADING BID PRICING PROHIBITED**

If applicable, prices offered for performance and/or acquisition activities which occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the project schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Bidder to complete the work or otherwise creating an appearance of an undercapitalized Bidder.

In the event the City presumes a bid to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptively front-loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

**A.31 PUBLIC ENTITY CRIMES**

By submission of response to the City's ITB, Bidder acknowledges and agrees to the following: In accordance with Florida Statutes § 287.133, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity on a contract; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 Florida Statutes

§ 287.017, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

To ensure compliance with the foregoing, Bidders must certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

**A.32 CONFLICT OF INTEREST**

By submitting a bid, the Bidder is certifying that its bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employee of the City. Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder or any of its branches or affiliate companies.

**A.33 DISCRIMINATORY VENDOR LIST**

Pursuant to Florida Statutes § 287.134(3)(d), an entity or affiliate placed on the Discriminatory Vendor List shall not submit a bid for a contract to provide goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity.

**A.34 ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to fulfill the requirements of the project.

**A.35 INFORMALITIES**

The City reserves the right to both waive any informality in bids and to determine, in its sole discretion, whether or not the informality is minor.

**A.36 INFORMATION AND LITERATURE**

Bidders must furnish all information and literature requested. Failure to do so may be cause for rejection.

**A.37 BID EVALUATION**

**Tie Bids.** Pursuant to Florida Statutes § 287.087, in case of tied bids, a bidder which has certified it is a drug-free workplace in the manner set forth in the statute shall be given preference over bidders who have not made such certifications.

**Neutrality in Evaluations.** Pursuant to Florida Statutes § 287.05701(3), prospective Bidders are notified that the City will not request documentation of or consider a bidder's social, political, or ideological interests when determining if the bidder is a responsible vendor, nor will it give preference to a bidder based on the bidder's social, political, or ideological interests.

**Local Preferences Limited.** Pursuant to Florida Statutes § 255.0991, in the event the project which

is the subject of this ITB is to be funded in whole or in part by any funds appropriated by the state of Florida, there shall be no preference given to bidders based on their location of office, hiring local workers, or payment of local taxes.

**Hiring of Florida Residents Preference.** Pursuant to Florida Statutes § 255.099, the successful Bidder shall be required to give preference to the employment of Florida residents in the performance of the work on the project if Florida residents have substantially equal qualifications to those of nonresidents, as that phrase is defined by the statute.

**Responsible Offeror/Proposer.** Means a contractor, business entity or individual which is fully capable to meet all the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance.

**Responsive Offeror/Proposer.** Means a contractor, business entity or individual which has submitted a bid or proposal that fully conforms in all material respects to the ITB/RFP and all of its requirements, including requirements as to form and substance.

**Compliance with Federal Standards.** All items to be purchased under the contract must be in accordance with all governmental standards, to include, but not be limited to, those related to disposal of chemicals and hazardous materials, protection of waterways, and those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Human Trafficking Affidavit.** The Contractor shall provide the Village with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Owner's procurement staff.

**Selection and Award.** Upon evaluation of all bids received, a notice of intent to award may be made to the lowest, responsive, and responsible Bidder whose bid(s) serves the best interests of the City, in the City's sole judgment and discretion.

No award will be made until the City has concluded such investigations, as it deems necessary, to establish the responsibility, qualifications and financial ability of any Bidder to provide the required goods and services in accordance with any agreement resulting from this ITB and to the satisfaction of the City and within the time prescribed. The City may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the City that such Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

In the event only one response is received, the City may require the bidder to submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

Depending on the dollar value of the agreement, the procurement staff's recommendation for award will be acted upon either by a department head, the City Manager, or the City Council.

Notices of Intent to Award are posted to the City of Pinellas Park's website and/or on Demandstar. It is the Bidder's responsibility to check these websites to view relevant bid information and award notices.

Pursuant to Florida Statutes § 287.05701, bidders are advised that the City will not give preference to a vendor based on the vendor's social, political, or ideological interests.

### **A.33 EXECUTION OF AGREEMENT/ISSUANCE OF PURCHASE ORDER**

Submission of a bid constitutes an offer on the part of the Bidder which the City then has the authority to accept. Unless a Purchase Order will be issued, within ten (10) calendar days from issuance of the Notice of Intent to Award, the successful Bidder will be required to execute and return a separate Agreement which has either been made a part of this ITB, or which will be provided with the Notice

of Intent to Award. Failure of the successful Bidder to execute the Agreement within the required period will constitute legal grounds for cancellation of the award and forfeiture of any required bid bond.

Successful bidder acknowledges that the City uses electronic signatures as allowed by the Florida Electronic Signatures Act, and agrees to be bound to the same extent as that of an original signature.

Upon receipt of a properly executed Agreement (if required), the City will finalize execution and will return one fully executed copy, along with any required bid bond, to the successful Bidder. Issuance of a Purchase Order or fully executed Agreement to the successful Bidder constitutes the City's acceptance of the Bidder's offer.

Until issuance of a Purchase Order or approval and final execution of the Agreement, the City reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise, in the City's sole judgment and discretion.

#### **A.34 INVOICES AND PAYMENT**

All payment requests shall be invoiced by mail to: City of Pinellas Park, Accounts Payable, P.O. Box 1100, Pinellas Park, Florida, 33780. Unless the contract document provides otherwise, Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided. Invoices shall describe with sufficient detail the work performed and materials acquired during the billing period and any other detail sufficient to permit the City to determine the completeness of the invoice. The designated City Manager or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.

#### **A.35 FEDERAL AND STATE IMMIGRATION LAWS**

- a. Bidder agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Bidder will ensure and keep appropriate records to demonstrate that all of Bidder's personnel have a legal right to live and work in the United States.
  - (i) As applicable to Bidder, under this provision, Bidder hereby warrants to the City that Bidder and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Bidder Immigration Warranty").
  - (ii) A breach of the Bidder Immigration Warranty will constitute as a material breach of this Agreement and will subject Bidder to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - (iii) The City retains the legal right to inspect the papers of all Bidder personnel who provide services under this Agreement to ensure that Bidder or its subcontractors are complying with the Bidder Immigration Warranty. Bidder agrees to assist the City in regard to any such inspections.
  - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Bidder and any subcontractor to ensure compliance with the Bidder Immigration Warranty. Bidder agrees to assist the City in regard to any random verification performed.
  - (v) Neither Bidder nor any subcontractor will be deemed to have materially breached the Bidder Immigration Warranty if Bidder or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A

and 274B of the Federal Immigration and Nationality Act.

Immigration Compliance; E-Verify. Bidder acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Bidder's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(5), Bidder shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Bidder's contract with the City cannot be renewed unless, at the time of renewal, Bidder certifies in writing to the City that it has registered with and uses the E-Verify system. If Bidder enters into a contract with a subcontractor, the subcontractor must provide the Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Bidder shall maintain a copy of such affidavit for the duration of the contract. If Bidder develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Bidder shall terminate the contract with the subcontractor. If the City develops a good faith belief that Bidder has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate the contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- A.36 DRUG-FREE WORKPLACE.** Bidder is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Bidder will require a drug-free workplace for all Bidder's personnel working under any Agreement resulting from this ITB. Specifically, all Bidder personnel who are working under such Agreement must be notified in writing by Bidder that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Bidder agrees to prohibit the use of intoxicating substances by all Bidder personnel and will ensure that such personnel do not use or possess illegal drugs while in the course of performing work for the City or on City property.
- A.37 BIDDER EMPLOYEE BACKGROUNDS; SECURITY CLEARANCE AND REMOVAL OF PERSONNEL.** The City may conduct or require Bidder to conduct criminal, driver history, and all other relevant background checks of Bidder's personnel or agents who would perform services under the Agreement, or who will have access to the City's information, data, or facilities, in accordance with regulatory or contractual obligations, and the City's current background check policies. Any officer, employee, or agent who, in the sole judgment of the City, fails the background check for any reasonable cause not prohibited by law must be replaced by Bidder immediately. The City will have final authority, based on security reasons: (i) to determine when security clearance of Bidder personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Bidder personnel; and (iii) to determine whether or not any individual or entity may provide services under the Agreement due to security reasons. If the City objects to any Bidder personnel for any reasonable cause not prohibited by law, Bidder will, once requested by the City, remove any such individual from performance of services under the Agreement.
- A.38 TERMINATION RIGHTS; NON-APPROPRIATION.** Notwithstanding any stated term, unless specifically provided for differently in any separate Agreement resulting from this ITB, the City

reserves the right to terminate the Agreement in part or in whole for its convenience upon thirty (30) calendar days' written notice. Further, pursuant to Florida Statutes Chapter 112, Part II, the City may cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under an Agreement resulting from this ITB, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available.

- A.39 NON-WAIVER.** There will be no waiver of any provision of the Agreement resulting from this ITB unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- A.40 USE OF NAME.** Bidder will not use the name or logos of the City of Pinellas Park in any advertising or publicity without obtaining the prior written consent of the City Manager.
- A.41 PROHIBITED ACTS.** Pursuant to Florida Constitution Article II § 8, a current or former City officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Bidder shall therefore not hire or retain a current or former City officer or employee to engage in any such prohibited action.
- A.42 RISK OF LOSS.** Commodities to be delivered to or installed for the City, shall be FOB the City delivery point or the point of installation, as relevant. In submitting a bid based on this ITB, the successful Bidder agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to its performance under the Agreement to that point.
- A.43 SAFEGUARDING CITY PROPERTY.** Bidder will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Bidder or its employees.
- A.44 NOTICES.** All notices to be given pursuant to the Agreement must be delivered to the Parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via a pre-agreed email address. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- A.45 GOVERNING LAW, VENUE.** The Agreement resulting from this ITB shall be governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to the Agreement will be Pinellas County, Florida.
- A.46 ATTORNEY FEES.** In any action brought between the Parties to enforce or construe the terms of the Agreement entered as a result of this ITB, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or any resulting appeal(s).
- A.47 SEVERABILITY.** If any provision of the Agreement resulting from this ITB is declared void or unenforceable, such provision will be severed from the Agreement, which will otherwise remain in full force and effect. The Parties will negotiate diligently in good faith for such amendment(s) of the Agreement as may be necessary to achieve the original intent of the Agreement, notwithstanding such invalidity or unenforceability.
- A.48 CERTIFICATES AND PERMITS.** A successful Bidder shall secure at Bidder's own expense all

necessary certificates, licenses and permits from governmental authorities as are required in connection with the performance of any part of the Agreement, and shall give all notices required by law, ordinance or regulation. Bidder shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by the Agreement.

**A.49 NO THIRD-PARTY BENEFICIARIES.** An Agreement entered as a result of this ITB will be for the sole benefit of the Parties and their respective successors and permitted assigns. The Parties do not intend to enter such Agreement for any other person's or entity's benefit.

**END OF PART A**

**PART B**  
**SPECIAL INSTRUCTIONS AND REQUIREMENTS**

Bidders must carefully review the bid documents in their entirety to become familiar with what is required, what is to be submitted in the Bidder's bid, and to properly complete all bid forms.

**B.01 MINIMUM QUALIFICATIONS**

Bidders are required to meet the following minimum qualifications.

Bidders contracting in a corporate capacity must be registered with the Florida Department of State Division of Corporations as a Florida corporation or other Florida recognized and approved legal business entity in good standing and authorized to conduct business in the State of Florida.

**Documentation of registration and status is requested, but not required as the City will verify with the Division of Corporations.**

Must have similar experience with other governmental entities. Maintenance will be handled by the city.

**B.02 BASIS OF AWARD**

The award will be made to the responsive and responsible Bidder having the lowest total base bid.

The lowest, responsible Bidder will mean that Bidder which submits the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the ITB documents or otherwise required by the City.

To be responsive, a Bidder must submit a bid that conforms in all material respects to the requirements set forth in the ITB.

To be a responsible Bidder, the Bidder must have the financial, technical, legal and logistical ability to, and must have all necessary staff, expertise, equipment and facilities to fully provide the commodities or services solicited and to otherwise fully perform under the requirements of this ITB and any resulting Agreement or Purchase Order.

The City reserves the right to make such an investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information that the City deems necessary to make this determination must be provided by the Bidder. Such information may include, but will not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance records.

**B.03 BID PRICES**

All bid prices submitted in response to this solicitation must be fixed, firm net pricing inclusive of all charges, fees and incidentals necessary to provide the goods and/or perform the services that are the subject of this ITB. Unless otherwise provided in a resulting Purchase Order or Agreement, pricing will remain firm for the initial term and for any renewal periods.

**B.04 BLANKET PURCHASE ORDER (if applicable)**

If the services or commodities sought are to be periodically or sporadically provided on an as-needed basis, a blanket Purchase Order will be generated by the City and provided to the successful Bidder and the goods and/or services will be ordered by authorized City staff on an as-required basis. Invoices must contain the Purchase Order number. No orders may be fulfilled unless a valid Purchase Order exists.

**B.05 TERM OF SERVICE PROVIDER AGREEMENT**

The Term of the Agreement entered into pursuant to this ITB is expected to begin on September 1, 2025 and to continue until 11:59 p.m. on August 31, 2030.

If the City determines it desires to have the ability to renew the Agreement, the City will have the option at the City's sole discretion and upon consent of Bidder, to renew the Agreement for the same terms and conditions, for two additional five-year terms.

**END OF PART B**

**PART C**  
**SCOPE OF SERVICES**

**C.01 PURPOSE**

The City seeks a qualified bidder to supply vehicles for leasing, as requested.

All items to be provided must be in full accordance with the requirements of this ITB and any Purchase Order issued by, or Agreement entered into with the City. The Vehicle Leasing Program is designed to provide the City with flexible and cost-effective access to a fleet of vehicles suitable for their operational needs. The Lessor will manage the procurement, financing, and end-of-lease processes, allowing the City to focus on their core business activities.

The Lessor commits to providing the following core services as part of this program:

Vehicle Sourcing: Identifying, negotiating, and acquiring vehicles that meet the Lessee's specifications (make, model, trim, features, quantity)

Vehicle Preparation: Ensuring all vehicles are thoroughly inspected, cleaned, fueled and road-ready prior to delivery

Delivery Coordination: Arranging for the delivery of leased vehicles to agreed-upon locations within a specified timeframe

Lease Structuring: Developing lease agreements with clear terms, including a five-year lease duration, mileage limits, monthly payments, and residual values

Billing and Invoicing: Providing accurate and timely invoices for monthly or annual lease payments and any agreed-upon requests

Financial Reporting: Offering periodic reports on fleet costs, depreciation, and other relevant financial metrics, upon request. Provide information required for GASB No. 87 "Leases" reporting, annually.

Vehicle Return: Coordinating the return of vehicles at the end of the lease term

Inspection and Assessment: Conducting thorough inspections of returned vehicles to assess condition, mileage, and any excessive wear and tear beyond normal limits

Disposal/Renewal Options: Presenting options for lease renewal, purchase of the vehicle, or return and replacement with new leased vehicles

The City (Lessee) agrees to fulfill the following responsibilities under this program

Registration and Licensing: Handling all necessary vehicle registration, license plate acquisition, and renewal processes in accordance with relevant state laws

Timely Payments: Making all lease payments and associated fees by the agreed-upon due dates

Vehicle Usage: Operating vehicles in accordance with applicable laws, manufacturer guidelines, and the terms of the lease agreement

Care and Maintenance: Ensuring routine care of the vehicles and reporting any mechanical issues

Mileage Adherence: Adhering to the agreed-upon mileage limits specified in the lease agreement

Damage Reporting: Promptly reporting any accidents, damage, or theft involving leased vehicles

Compliance: Ensuring all drivers comply with Lessor's vehicle usage policies and safety guidelines

The following services/costs are generally excluded from the standard Scope of Service and may incur additional charges or are the sole responsibility of the Lessee, unless explicitly agreed upon in a separate addendum:

Fuel costs

Traffic Violations, parking tickets, and tolls

Costs associated with wear and tear

Repair costs resulting from misuse, negligence, or accidents not covered by insurance

Customization or aftermarket modifications to vehicles

Vehicle cleaning (beyond initial deliver)

Replacement of lost or damaged key/fobs

**C.02 PRODUCT SPECIFICATIONS**

<b>Vehicle Type</b>	<b>2026</b>	<b>2027</b>
CHEVY SILVERADO 1500 DOUBLE CAB PICKUP 2WD WT 6.5' Bed, Engine - 5.3L EcoTec3 V8, Trailering Package, LPO, Black work step	10	1
CHEVY SILVERADO 2500 DOUBLE CAB PICKUP 4WD WT 6.5' Bed, Engine - 5.3L EcoTec3 V8, Trailering Package, LPO, Black work step		3
FORD F-150 SUPER CREW CAB PICKUP 2WD 145", WB XL 5.5' Bed, Engine - 5.0L V8, Tow/Haul Package, Black Platform Running Boards		1
FORD F-250 SUPER CREW CAB PICKUP 2WD 145", WB XL 5.5' Bed, Engine - 5.0L V8, Tow/Haul Package, Black Platform Running Boards	4	1
FORD TRANSIT T-250 CARGO VAN MEDIUM ROOF RWD 148" WB 9070 GVWR, Engine - 3.5L PFDi V6 Flex-Fuel, Reverse Sensing System	1	5
CHEVY TAHOE 2WD 9C1 POLICE		
FORD POLICE INTERCEPTOR UTILITY AWD (99B 44U)		

**END OF PART C**

**PART G – FORMS**  
**All forms must be submitted with the Bidder's bid**

**FORM 1: BIDDER'S CERTIFICATION**

I have carefully examined the entirety of this Request for Bids (ITB) which includes instructions for bidders, special instructions and requirements, specification/scope, and insurance and bond requirements.

I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in my bid pricing.

Addendum #	n/a	Date:	n/a	Addendum #	n/a	Date:	n/a
Addendum #	n/a	Date:	n/a	Addendum #	n/a	Date:	n/a

I propose to offer the items described in this ITB and I agree to hold pricing for at least 90 calendar days to allow the City time to properly evaluate this bid. I agree to the City's terms and conditions as set forth in its ITB, its procurement code, and any attached form of agreement or, if no separate agreement is to be executed, to the City's standard Purchase Order terms posted at: [insert web address where vendors can view the City's standard PO terms]. I further agree that each of the foregoing shall take precedence over any conflicting terms and conditions submitted with this bid.

I certify that all information contained in this bid is truthful to the best of my (the authorized signer) knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the City or of any other company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I certify that the name and title of the authorized signatory, as completed below, is authorized to execute the Agreement resulting from this ITB using an electronic signature.

Further, I certify any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. And, by signing the Agreement resulting from this ITB, if any, the authorized signatory adopts the electronic signature as his/her own and designates it for use as an official record by the City.

Finally, through my signature set forth below, I confirm that the bid fully meets the requirements set forth in the City's ITB. If required, a copy of the bid guarantee is included in the electronic submission of the bid.

<p>The Bancorp Bank, N.A.</p> <hr/> <p><b>NAME OF BUSINESS</b></p> <hr/> <p><b>AUTHORIZED ELECTRONIC SIGNATURE</b></p> <p style="text-align: center;">Otniel Cruz/Assistant Vice President Account Executive</p> <hr/> <p><b>NAME, TITLE, TYPED</b></p> <p style="text-align: center;">20-2111361</p> <hr/> <p><b>FEDERAL IDENTIFICATION #</b></p>	<p>3755 Park Lake Street</p> <hr/> <p><b>MAILING ADDRESS</b></p> <p style="text-align: center;">Orlando, FL 32803</p> <hr/> <p><b>CITY, STATE &amp; ZIP CODE</b></p> <hr/> <p style="text-align: center;">321-947-2550</p> <hr/> <p><b>TELEPHONE NUMBER</b></p> <p style="text-align: center;">ocruz@thebancorp.com</p> <hr/> <p><b>E-MAIL ADDRESS</b></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**FORM 2: OFFICIAL BID FORM****BIDDER'S NAME:** The Bancorp Bank, N.A.

The undersigned, as "Bidder," having carefully examined the bid solicitation documents and being familiar with conditions affecting the goods to be offered and/or the services to be provided, agrees to furnish all labor, materials, equipment, and other incidental items, and services necessary in full accordance with the ITB and contract documents for:

**ITB 25.019 – VEHICLE LEASING PROGRAM**

And, if awarded, Bidder agrees to provide the items by the deadline(s) set forth in the ITB (if any) and for the unit pricing including fees indicated and as applicable, will complete all requirements within the time limits specified for the pricing awarded, which is based on the following bid schedule:

<b>Vehicle Type</b>	<b>Annual Cost (based on 2026 pricing)</b>
CHEVY SILVERADO 1500 DOUBLE CAB PICKUP 2WD WT 6.5' Bed, Engine - 5.3L EcoTec3 V8, Trailering Package, LPO, Black work step	Factory Ordered pricing \$9,030.00 with \$1.00 Residual Value per unit \$8,210.00 with \$5,000.00 Residual Value per unit
CHEVY SILVERADO 2500 DOUBLE CAB PICKUP 4WD WT 6.5' Bed, Engine - 5.3L EcoTec3 V8, Trailering Package, LPO, Black work step	Factory Ordered pricing \$10,225.00 with \$1.00 Residual Value per unit \$9,406.00 with \$5,000.00 Residual Value per unit
FORD F-150 SUPER CREW CAB PICKUP 2WD 145", WB XL 5.5' Bed, Engine - 5.0L V8, Tow/Haul Package, Black Platform Running Boards	Factory Ordered pricing \$10,014.00 with \$1.00 Residual Value per unit \$9,195.00 with \$5,000.00 Residual Value per unit
FORD F-250 SUPER CREW CAB PICKUP 2WD 145", WB XL 5.5' Bed, Engine - 5.0L V8, Tow/Haul Package, Black Platform Running Boards	Factory Ordered pricing \$10,798.00 with \$1.00 Residual Value per unit \$9,978.00 with \$5,000.00 Residual Value per unit
FORD TRANSIT T-250 CARGO VAN MEDIUM ROOF RWD 148" WB 9070 GVWR, Engine - 3.5L PFDi V6 Flex-Fuel, Reverse Sensing System	Factory Ordered pricing \$10,872.00 with \$1.00 Residual Value per unit \$10,053.00 with \$5,000.00 Residual Value per unit
CHEVY TAHOE 2WD 9C1 POLICE	Factory Ordered pricing \$12,353.00 with \$1.00 Residual Value per unit \$11,534.00 with \$5,000.00 Residual Value per unit
FORD POLICE INTERCEPTOR UTILITY AWD (99B 44U)	Factory Ordered pricing \$10,128.00 with \$1.00 Residual Value per unit

Delivery from time of order is typically 70-120 days but depends on factory production schedules and cutoffs.

**GRAND TOTAL:** Factory Ordered pricing \$73,420.00 with \$1.00 Residual Value  
\$68,504.00 with \$5,000.00 Residual Value

Seventy-three thousand, four hundred twenty dollars, with one dollar Residual Value  
Sixty-eight thousand, five hundred four dollars, with Five thousand dollar Residual Value

(Written grant total amount)

**Reference Information**

1. Marion County Sheriff's Office  
REFERENCE COMPANY NAME  
Bobby Jaglal, Fleet Director  
REFERENCE CONTACT NAME/TITLE  
352-369-6763  
REFERENCE CONTACT PHONE  
bjaglal@marionso.com  
REFERENCE CONTACT EMAIL

2. City of Panama City  
REFERENCE COMPANY NAME  
Mark Smith-Chief of Police  
REFERENCE CONTACT NAME/TITLE  
850-872-3112  
REFERENCE CONTACT PHONE  
msmith@panamacitypolice.gov  
REFERENCE CONTACT EMAIL

**FORM 3: LOBBYING AFFIDAVIT**

STATE OF MD

COUNTY OF Anne Arundel

Jeffrey Barron being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or authorized representative (select one) of THE BANCORP BANK, N.A. (Bidder), which Bidder has submitted a bid to the City of Pinellas Park, and that neither the Bidder nor its agents have engaged in any contact or conduct which is prohibited by the City's ITB and procurement code related to lobbying prohibitions in procurement, including contacting members of the City Commission or City management outside of the City's procurement office and its designated point of contact.

Where relevant, the Bidder further attests that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. § 1352 (the Byrd Anti-Lobbying Amendment) and 49 CFR Part 20.

  
\_\_\_\_\_  
AFFIANT

Notary Public

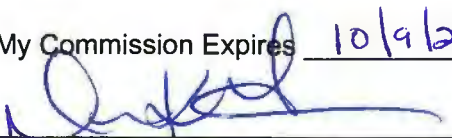
STATE OF Maryland

COUNTY OF Anne Arundel

The foregoing instrument was signed and acknowledged before me this 6th day of August, 2025, by Jeffrey Barron, by means of ☒ physical presence or ☐ online notarization who produced the following as identification \_\_\_\_\_ (type of identification) or is personally known to me.

My Commission Expires 10/9/25

[stamp or seal]

  
\_\_\_\_\_  
[Signature of Notary Public]  
Debbie Kay Fuller  
\_\_\_\_\_  
[Typed or printed name]

Debbie Kay Fuller  
NOTARY PUBLIC  
Anne Arundel County  
MARYLAND  
MY COMMISSION EXPIRES Oct. 9, 2025

**NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS  
IN PDF FORM AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER**

**FORM 4: PUBLIC ENTITY CRIMES CERTIFICATION****SWORN STATEMENT (submit in PDF form)  
PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES**

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

The Bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PROCUREMENT AGENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
[Signature]

Notary Public

STATE OF

MD

COUNTY OF

ANNE ARUNDEL

The foregoing instrument was signed and acknowledged before me this 6<sup>th</sup> day of August, 2025, by Jeffrey Barron, by means of ☒ physical presence or ☐ online notarization who produced the following as identification \_\_\_\_\_ (type of identification) or is personally known to me.

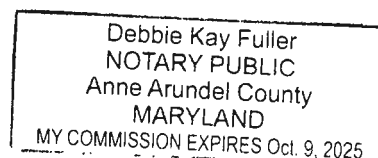
My Commission Expires

10/9/25

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

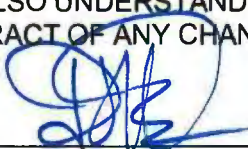
Debbie Kay Fuller

**FORM 5: SCRUTINIZED COMPANIES CERTIFICATION (submit in PDF format)**

Bidder hereby certifies under penalties of perjury as of the date of submission of its ITB to provide goods and services to the City that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in section 287.135, Florida Statutes, is not engaged in business operations in Cuba and Syria; and will not engage in "Boycott Israel" activities, as defined in section 215.4725 (1)(a), Florida Statutes, that result in bidder being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Bids.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR THE CITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
[Signature]

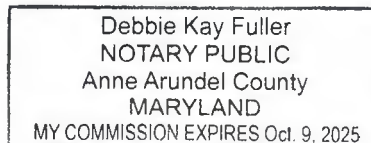
Notary Public

STATE OF MDCOUNTY OF ANNE ARUNDEL

The foregoing instrument was signed and acknowledged before me this 6th day of August, 2025, by Jeffrey Barron, by means of ☒ physical presence or ☐ online notarization who produced the following as identification \_\_\_\_\_ (type of identification) or is personally known to me.

My Commission Expires 10/9/25

[stamp or seal]

  
[Signature of Notary Public]Debbie Kay Fuller  
[Typed or printed name]**[Remainder of page intentionally left blank]**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

NO COERCION OF LABOR AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared JEFFREY BARRON, who, after being duly sworn, deposes and states that he/she is an adult person, over the age of 18, competent to testify as to the following matters to which he/she has personal knowledge:

1. My name is JEFFREY BARRON.
2. I am currently the MANAGING DIRECTOR of THE BANCORP BANK N.A.
3. In that capacity, I am authorized to make this attestation.
4. Pursuant to the requirement of Florida Statutes § 787.06(13), my company attests, under penalty of perjury, that it does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

FURTHER AFFIANT SAYETH NOT:

\_\_\_\_\_  
\_\_\_\_\_

The foregoing instrument was attested to before me this 6th day of August, 2025, by Jeffrey Barron, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury, and who appeared before me at the time of notarization.

seal:

Sign: [Signature]

Print: Debbie Kay Fuller

Notary Public-State of ~~Florida~~ Maryland

Commission No: \_\_\_\_\_

Commission Expires: 10/9/25

Debbie Kay Fuller  
NOTARY PUBLIC  
Anne Arundel County  
MARYLAND  
MY COMMISSION EXPIRES Oct. 9, 2025

**DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION**

---

(1) Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Proposer's Authorized Officer

JEFFREY BARRON

Name of Proposer's Authorized Officer

MANAGING DIRECTOR

Title of Authorized Officer

5/6/2025

Date

ITB 25.019: VEHICLE LEASING PROGRAM

---

FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)

---

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

THE BANCORP BANK, N.A (Name of entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: JEFFERY BARRON

Title: MANAGING DIRECTOR

Signature: 

Date: 8/6/2025



## MASTER LEASE AGREEMENT MUNICIPAL

The Bancorp Bank, National Association ("Lessor") with offices  
at 3755 Park Lake Street, Orlando, FL 32803 and the undersigned

City of Pinellas Park ("Lessee")  
with offices at 5141-78th Avenue North, Pinellas Park, FL 33781 hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10<sup>th</sup>) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.
9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder without the prior written consent of Lessor, and if Lessee receives notice of an assignment, Lessee will pay any

assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.

10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation.** ☐ **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than **\$10,000,000** of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: \_\_\_\_\_

<p><b>LESSEE</b></p> <p>City of Pinellas Park</p> <p><b>ADDRESS</b></p> <p>5141-78th Avenue North Pinellas Park, FL 33781</p> <p>Signature _____</p> <p>Print Name/Title _____</p> <p>Signature _____</p> <p>Print Name/Title _____</p> <p>Signature _____</p> <p>Print Name/Title _____</p>	<p>Signature _____</p> <p>Print Name/Title _____</p> <p>Signature _____</p> <p>Print Name/Title _____</p> <hr/> <p><b>LESSOR</b> The Bancorp Bank, National Association</p> <p>Signature _____</p> <p>Title _____</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



3755 Park Lake St.  
Orlando, FL 32803

September 12, 2025

To whom it may concern,

ADDENDUM TO THE MASTER LEASE AGREEMENT MUNICIPAL

THIS ADDENDUM IS TO THE MASTER LEASE AGREEMENT MUNICIPAL, DATED THIS 12th DAY OF September 2025 between The Bancorp Bank, N.A. and City of Pinellas Park.

WHEREAS The Parties are desirous of clarifying the terms thereof:

Section 11. Insurance; Indemnity - **REMOVE** "Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suites, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease."

Section 17. General Provisions - **add the following to this section**, "Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation."

LESSOR: THE BANCORP BANK, N.A.

Signature \_\_\_\_\_  
Title \_\_\_\_\_

City Pinellas Park

Signature: \_\_\_\_\_  
Print Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[thebancorp.com](http://thebancorp.com)

Banking services provided by:  
The Bancorp Bank, N.A. Member FDIC.  
© 2022 The Bancorp, Inc.



3755 Park Lake St.  
Orlando, FL 32803

[thebancorp.com](https://thebancorp.com)

Banking services provided by:  
The Bancorp Bank, N.A. Member FDIC.  
© 2022 The Bancorp, Inc.

Vehicle Leasing Summary							
	Bancorp		Acme Auto Leasing		Global Lease Group, Inc.		Sewell
	\$1.00 Residual	\$5,000 Residual	\$1.00 Residual	Close End with Higher Residual Values	Annual Cost	Residual Value	
<b>Chevrolet Silverado 1500 Double Cab Pickup 2WD WT 6.5' Bed, Engine - 5.3L EcoTec3 V8, Trailing Package, LPO, Black Step</b>	\$9,030.00	\$8,210.00	\$10,500.00	\$7,188.00	\$9,468.00	\$13,050.00	\$116,369.88
<b>Chevrolet Silverado 2500 Double Cab Pickup 4WD WT 6.5' Bed, Engine - 5.3L EcoTec3 V8, Trailing Package, LPO Black Step</b>	\$10,225.00	\$9,406.00	\$12,540.00	\$8,700.00	\$10,920.00	\$16,650.00	\$37,959.84
<b>Ford, F150 Super Crew Cab Pickup 2WD 145" WB, XL 5.5' Bed, Engine - 5.0L V8, Tow/Haul Package, Black Running Boards</b>	\$10,014.00	\$9,195.00	\$11,508.00	\$8,028.00	\$9,468.00	\$12,500.00	\$11,753.76
<b>Ford, F250 Super Crew Cab Pickup 2WD 145" WB, XL 5.5' Bed, Engine - 5.0L V8, Tow/Haul Package, Black Running Boards</b>	\$10,798.00	\$9,978.00	\$13,020.00	\$9,000.00	\$9,840.00	\$15,250.00	\$60,772.20
<b>Ford Transit T250 Cargo Van Medium Roof RWD 148" WB 9070 GVWR Engine - 3.5L PFDi V6 Flex-Fuel, Reverse Sensing System</b>	\$10,872.00	\$10,053.00	\$12,660.00	\$9,780.00	\$10,080.00	\$15,250.00	\$77,917.68
<b>Chevrolet Tahoe 2WD 9C1 Police</b>	\$12,353.00	\$11,534.00	\$13,680.00	\$10,788.00	N/A		N/A
<b>Ford Police Interceptor Utility AWD (99B 44U)</b>	\$10,128.00	\$10,128.00	\$11,940.00	\$9,300.00	N/A		N/A