



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FLORIDA 34654**

TELEPHONE: (727) 847-8194

FACSIMILE: (727) 847-8065

[pascocountyfl.net](http://pascocountyfl.net)

# INVITATION FOR BIDS

**BID NO. 07-123D**

**HAND TOOLS**

**ANNUAL AWARD**

## SUMMARY OF WORK

It is the intent of this solicitation to contract with a company to provide Pasco County Central Stores Section with hand tools, rakes, shovels, etc., on an "as need" basis throughout the contract period.

The Pasco County Purchasing Department will receive sealed bids until 2:00 p.m., local time (our clock), on June 7, 2007, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bids will be publicly opened and read at the above-stated time and date. All interested parties are invited to attend. Bidders shall submit one (1) original bid form.

Please immediately advise of address changes or if you wish to have your firm removed from the vendor list. Vendors receiving this notice must submit either a bid/proposal or "NO BID" to remain on our vendor list for the specified commodity or service. A "NO BID" is provided on Page 2 for your convenience.

This cover is only intended to inform vendors of a pending Invitation for Bid or Request for Proposal. For complete details, please refer to the complete bid/proposal package.

Bid documents may be downloaded by visiting [www.PascoCountyFL.net](http://www.PascoCountyFL.net) or by requesting copies from the Purchasing Department at no cost. Pasco County is not responsible for expenses incurred prior to award by the Board of County Commissioners (BCC).

Dawn D'Ascoli  
Buyer



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PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FLORIDA 34654**

**STATEMENT OF NO BID**

We, the undersigned, have declined to submit a bid response to Invitation for Bid No. 07-123D for the following reason(s):

Please check all that apply.

1. ☐ Opening date does not allow sufficient time to complete bid response.
2. ☐ We do not offer the commodities or services requested.
3. ☐ Our schedule would not permit us to perform.
4. ☐ We are unable to meet the issued specification.
5. ☐ Specifications are restrictive (please explain below).
6. ☐ We are unable to meet the surety requirements.
7. ☐ Other: \_\_\_\_\_

Explanations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Fed. ID No.: \_\_\_\_\_

# **IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID**

## **GENERAL PROVISIONS**

These general terms and conditions of the bid quotation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

### ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.

### ADDITIONAL INFORMATION

Questions concerning the contract or technical portions of the bid document must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; facsimile (fax) machine number (727) 847-8065. Bidders are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for bid opening.

### ALTERNATIVE BIDS

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If the said bidder should submit more than one (1) price on any item (or service), ALL prices will be rejected for that item. The bidders offering service delivery methods other than those permitted by the scope of work or specifications may submit a separate envelope clearly marked "Alternative Bid." Alternative bids will be deemed nonresponsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work or specifications to include the alternative method, or the alternative method may be considered for future requirements of Pasco County.

### ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

### APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

### ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

### AWARD

Consideration for award will be by proximity to specifications given, costs, and time of delivery. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Bid award, in addition to the above stated, will be based on compliance with the specified requirements as well as the "total-cost" or "life-cycle costing" concept, including the following: 1) Cost: A cost analysis will be conducted and will include all identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment. The analysis will be based upon the bidder's proposal data and other costs which, in the judgment of the evaluators, will be incurred by Pasco County resulting from acceptance of the bidder's proposal; 2) Equipment: Evaluation of equipment will be based on compliance with the specifications, expected life of equipment, output, maintenance, consumption, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of the specified item; and 3) Bidder's Reputation and Experience: Evaluation of the bidder's reputation, past performance, and experience shall be based on the nature and extent of company data furnished, references and financial responsibility of the bidder. Pasco County reserves the right to award by group of items or lowest total, whichever is deemed to be in Pasco County's best interest.

### BID ACCEPTANCE PERIOD

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

### BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation thereof to the Purchasing Director. The bidder's concerns, regarding clarification of specifications and/or discrepancies and/or omissions and/or changes to the attached specifications shall be made in writing and received by Pasco County no later than ten (10) calendar days prior to the bid opening date. The letter from the bidder shall state clearly, and in detail, the basis for such concern(s) or request(s). The letter shall be addressed to the Purchasing Director, and marked "PREBID QUESTION" on the face of the envelope. The Purchasing Director will respond in writing. An interpretation of the bid invitation document will be made only by addendum duly issued to each party receiving a bid invitation. All such addenda shall become part of the contract documents. Pasco County shall not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the bidder waiving his/her right to dispute the bid specification.

### BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

### BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

### BIDDERS' LIST

Failure to submit a bid for the item(s) specified will result in removal from the bidders' list for such (an) item(s). If a bid is not submitted, a "NO BID" response must be submitted to remain on the Pasco County's bidders' list for such items. A form for submitting a "NO BID" is provided on Page 2 for your convenience.

### BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids.

### BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. **BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.**

### BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the bid(s) at the specified time and date of the opening or a personal inspection may be made of the bid(s) after award has been made and documents are placed in central and public files.

### BID WITHDRAWAL

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

### BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive, and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

### CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

### CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or

purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

#### COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

#### CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

#### DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

#### ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

#### ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 or 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 that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

#### EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

#### EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

#### FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

#### FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

#### FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

#### FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

#### IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

#### INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.



In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

#### INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

#### INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The BCC reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

#### LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

#### NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

#### NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

### NONDISCRIMINATION

By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

### ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

### PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

### PAYMENT PROCEDURES

The BCC has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that vendors providing goods and/or services to the BCC receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of One and 20/100 Dollars (\$1.20). Please make your check payable to Jed Pittman, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after BCC approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after BCC approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

### PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that

meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

Payment for construction services will be in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act).

#### PROCUREMENT REGULATIONS

A copy of the Pasco County Procurement Ordinance is available for review at Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida.

#### PUBLIC INFORMATION

Upon public opening of all bids or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

#### PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

#### QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

### QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

### RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

### RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

### RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

### TABULATIONS

Solicitation results, plan holder lists, and related information may be retrieved from our website: [www.PascoCountyFL.net](http://www.PascoCountyFL.net). Click on "Bids," click on "closed solicitations," and look for the solicitation number in the appropriate year. Solicitation results will normally be available online within three (3) working days after opening. Lengthy tabulations may not be available online, but may be viewed in the Purchasing Department. Plan holder lists will normally be available two (2) weeks prior to opening. Plan holder lists will be posted once, based on the information at the time, and will not be updated. Tabulations will not be given over the telephone or via fax.

### TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales

Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

**UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

**END OF GENERAL PROVISIONS**

## **SPECIAL PROVISIONS**

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

### **CONTRACT TERM**

The contract period will begin on October 1, 2006 and continue through September 30, 2008, under the same prices, terms, and conditions as in the original contract approved by the BCC, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by the BCC.

### **ECONOMIC PRICE ADJUSTMENT**

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids will be evaluated on the basis of the prices bid without consideration of the allowable escalation. If a bidder increased the ceiling stipulated in the Invitation for Bid or places limits on the provisions of the Invitation for Bid that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a bidder deletes the price escalation clause from its bid, the bid will be rejected as non-responsive. If a bidder lowers the ceiling stipulated in the Invitation for Bid, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the bidder offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

### **PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)**

The contract unit prices shall remain firm for the first twelve (12) months of the contract. The unit prices for ensuing contract years shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U). The contract unit prices will be changed by Pasco County, upon written request of the vendor, in an amount no more than the percentage of movement of the CPI-U (Table A) for "All Items" (unadjusted) for the twelve (12) month period ending in the month of August. The contract unit price(s) changed as a result of these adjustments shall become effective on each respective anniversary of the contract or October 1, if the anniversary falls in November or December, and shall be binding on the contractor for each of the subsequent contract periods.

### **REPORT STANDARDS**

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

#### REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

#### TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. New Port Richey, Florida. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

#### **END OF SPECIAL PROVISIONS**

## BID FORM

Business Name: \_\_\_\_\_

Item No.	Description	Estimated Annual Usage	Unit Price	Total
1.	Square Bladed Shovel, Long Handle, Union No. 40184 or Ames No. 13055 Brand Only  Manufacturer Quoted _____  Manufacturer's No. _____	180	_____	_____
2.	Round Point Shovel, Long Handle, Union No. 45106 or Ames No. 13098 Brand Only  Manufacturer Quoted _____  Manufacturer's No. _____	280	_____	_____
3.	Post Hole Digger, Union No. 78002 or Razorback No. 79617-78004-9 Brand Only  Manufacturer Quoted _____  Manufacturer's No. _____	30	_____	_____
4.	Sledge Hammer, 10-lb., Fiberglass Handle, Union No. 30598 or Razorback No. 79617-30598-3 or Equal  Manufacturer Quoted _____  Manufacturer's No. _____	30	_____	_____
5.	Garden Rake, Union No. 63107 or Ames No. 18816 Brand Only  Manufacturer Quoted _____  Manufacturer's No. _____	100	_____	_____



Item No.	Description	Estimated Annual Usage	Unit Price	Total
6.	Leaf Rake, Union No. 64582 or Ames No. 19363 Brand Only  Manufacturer Quoted _____  Manufacturer's No. _____	60	_____	_____
7.	Claw Hammer, 16-Oz., with Handle, Madison No. 1563 or Equal  Manufacturer Quoted _____  Manufacturer's No. _____	40	_____	_____
8.	Machete Union No. 62420 or Equal  Manufacturer Quoted _____  Manufacturer's No. _____	30	_____	_____
9.	25' Tape Measure, Empire No. 626 or Stanley No. 33425 or Equal  Manufacturer Quoted _____  Manufacturer's No. _____	170	_____	_____
10.	100' Tape Measure, Metal, Keson No. ST100-18 or Empire No. 6699 or Equal  Manufacturer Quoted _____  Manufacturer's No. _____	18	_____	_____
11.	100' Tape Measure, Cloth, Empire No. 6799 or Equal  Manufacturer Quoted _____  Manufacturer's No. _____	30	_____	_____
12.	Railroad Pick, Truper #ZP-5, with Handle #MG-ZP-5, 36", or Equal  Manufacturer Quoted _____  Manufacturer's No. _____	12	_____	_____

Item No.	Description	Estimated Annual Usage	Unit Price	Total
TOTAL			_____	_____

Warranty: \_\_\_\_\_ Delivery: \_\_\_\_\_ Calendar Days After Receipt of Order

If quoting other than exactly as specified, include all manufacturers' catalogs for evaluation.  
Quotes not supplying manufacturers' catalogs may be deemed nonresponsive.

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

\_\_\_\_\_  
(Signature of Bidder—Ink)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Business Name)

Receipt of Addendum No. \_\_\_\_\_ through No. \_\_\_\_\_ is acknowledged.

Business Name: \_\_\_\_\_  
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): \_\_\_\_\_

Business Organization:

☐ Corporation:

☐ Partnership:      ☐ General      ☐ Limited

☐ Limited Liability Company (LLC):

State Registered In: \_\_\_\_\_ Year: \_\_\_\_\_

☐ Sole Proprietorship:      Owner: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_