



**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. 07-139D**

## **PRINTING SERVICE**

## **ANNUAL AWARD**

### SUMMARY OF WORK

It is the intent of this solicitation to establish an annual award for various printed materials for the Pasco County Public Transportation Division per the specifications and sample.

The Pasco County Purchasing Department will receive sealed bids until 2:00 p.m., local time (our clock), on June 21, 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



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
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. 07-139D 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.

### 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, 2007, 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.

### **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**

## Pasco County Public Transportation (PCPT) 2008 Annual Award Printing Service Specifications

All printing is to be done on a professional printing press using offset printing or other appropriate press work using process colors.

- Graphic design and layout prototype to be provided by PCPT, unless otherwise indicated.
- Digital photocopying is not acceptable.
- Vendor must be able to work with the following Adobe software programs on a PC platform: PageMaker 7.0, Illustrator, and Photoshop CS.

Item	Item	Projected Quantity	Description	Finished Size	Paper	Presswork	Trims/Bleeds	Finishing/ Coating	Bindery/ Folds	Bundling/ Packaging	Samples	Price Per Thousand	Total Price
1.	Utility Flyers	65,000	Letter-size flyer, graphic design and layout provided	8.5" X 11"	20# bond astrobrights, or equivalent	1/0- Black	None	N/A	Letter-fold	Bundled in groups of 250 and carton packed. Shipped to Public Works/Utilities Building	Yes		
2.	Route Schedules	200,000	Nine total routes; 3 Spanish routes	8.5" X 14"	60# text - white matte	1/1 - black	None	N/A	Folded in four to 3.5" X 8.5"	Bundled in groups of 25, carton packed	Yes		
3.	Small System Pocket Maps	60,000	20,000 west system maps and 10,000 east system maps per year; 5,000 west system Spanish maps and 5,000 east system Spanish maps	11" X 17"	60# text - white, gloss	4/4 - process colors	full bleeds trimmed to 11" X 17"	N/A	Folded to 5.5" X 2 <sup>7</sup> / <sub>8</sub> "	Wrapped in groups of 25, carton packed	Yes		
4.	Large System Wall Maps	50	East and West Pasco County system wall maps - Note: too large for sample	24"W X 36"H	60# text - white	4/4 - process colors	N/A	N/A	N/A	Delivered flat; not folded	No		
5.	Bikes on Buses Brochures	5,000	Tri-fold; art provided	8.5" X 11"	60# text - white, gloss	4/4 - process colors	Full bleeds trimmed to 8.5" X 11"	N/A	Tri-fold	Wrapped in groups of 25, carton packed	Yes		
6.	How to Ride Guide Brochures	3,000	1,000/year/version, Spanish, English; large print brochures	8.5" X 11"	60# text - white, gloss	4/4 - process colors	Full bleeds trimmed to 8.5" X 11"	N/A	Tri-fold	Wrapped in groups of 25, carton packed	No		

Item	Item	Projected Quantity	Description	Finished Size	Paper	Presswork	Trims/Bleeds	Finishing/ Coating	Bindery/ Folds	Bundling/ Packaging	Samples	Price Per Thousand	Total Price
7.	Bus Placards - Paper	250	To be compatible with onboard ad brackets. 11" X 28"; printing area approximately 8.5" X 25", matte finish	11" X 28"	140# index or tag stock paper, or equivalent	4/0 - process	No bleeds	N/A	None	Wrapped according to job specs at time of job	No - contact for electronic artwork.		
8.	Door Hangers	1,000	One panel card with door hanger notch	3.5" X 8.5"	60# cover - light blue	1/0 - black	No bleeds	N/A	N/A	Wrapped in groups of 25, carton packed	Yes		
9.	Comment Cards	1,000	One panel card	3.5" X 8.5"	60# cover - goldenrod	1/0 - black	No bleeds	N/A	N/A	Wrapped in groups of 25, carton packed	Yes		
10.	Medicaid Envelopes	5,000	#10 business envelop, with <b>heat-resistant</b> gum flap; artwork provided	#10 Envelope		1/0 - black	N/A	N/A	N/A	Packed loosely in envelope box	Yes		
11.	Double-Sided Business Cards	500	Two-color flat print with option of one-color on back (Spanish and English versions)	2" X 3.5"	80# cover stock	2/1 - process colors	Trimmed to 2" X 3.5"	N/A		Packed in business card box	Yes		
12.	Single-Sided Business Cards	500	Two-color flat print	2" X 3.5"	80# cover stock	2/1 - process colors	Trimmed to 2" X 3.5"	N/A		Packed in business card box	Yes		
13.	Fare Cards	5,000	Precut double-sided fare schedules	3.5"W X 8.5"H	80# card stock; canary yellow or white	4/4 - process color	1/3 of 8.5" X 11" paper stock - see example	N/A	N/A	Wrapped in groups of 25, carton packed	Yes		
14.	Note Pads	25-50 sheet note pads	Customized note pads with PCPT logo and contact information on each page; 40# text with cardboard back	4" X 6"	40# text paper	One color - PMS 348 - green	N/A	N/A	N/A	Wrapped in groups of 25, carton packed	Yes		

**END OF SPECIFICATIONS**



**SUPPLEMENT 1**  
**SUPPLEMENTAL BID  
REQUIREMENTS**

## **1. WARRANTIES**

- 1.1 The bidder must describe his complete policy on warranty provisions covering all equipment, items, components, and/or performance of service included in the specifications, both on labor and material along with a method of adjustment.
- 1.2 The bidder shall describe extended warranty options applicable to the proposal and available to the purchaser. The bidder shall provide a separate price quote on the bid proposal form for each of these options. The bid price for the extended warranty will **NOT** be considered in determining the successful bidder.

## **2. PARTS AND MANUALS (Not applicable to this bid)**

Any special and necessary tools, equipment, and programs will be listed and proposed with this system. The cost of each item will also be identified.

## **3. FEDERAL TRANSIT ADMINISTRATION BID PROTEST POLICY**

All bidders associated with this procurement are hereby advised that the current Federal Transit Administration (FTA) bid protest policy is stated in FTA *Circular 4220.1E*. A copy of this policy will be provided upon request.

## **4. DEBARMENT/SUSPENSION**

The bidder must certify that its organization meets the criteria listed in the attached certification regarding debarment, suspension, and other responsibility matters.

## **5. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

This procurement is subject to the provisions of 49 CFR, Section 23.67. Accordingly, the bidder must certify that its organization satisfies/will comply with the requirements listed in the attached applicable certification regarding Disadvantaged Business Enterprise program.

## **6. RESTRICTIONS ON LOBBYING**

Compliance with P.L. 101-121, Section 319, Restrictions on Lobbying, is required for recipients of Federal funds and shall, in turn, be imposed on those potential successful bidders as a provision to this bid solicitation. The bidder must certify that its organization satisfies/will comply with the requirements listed in the attached applicable certification regarding Restrictions on Lobbying.

## **7. BUY AMERICA PROVISIONS (Not applicable to this bid)**

- 7.1 This procurement is subject to the FTA Buy America requirements in 49 CFR, Part 661. The attached Buy America Certificates must be completed and submitted with the bid. A bid that does not include the certificates will be considered nonresponsive. The bidder may seek a waiver to this provision if grounds for the waiver exist.

7.2 General Buy America requirements for rolling stock include:

- The cost of components that are produced in the United States must exceed sixty (60) percent of the cost of all components.
- Fifty (50) percent of the cost of a component's subcomponents must be of United States origin.
- Final assembly must take place in the United States.

## **8. BID DOCUMENTS REQUIRED**

The documents listed below must be signed and attached to the bid package:

1. Bid Proposal
2. "Statement of No Bid" (If Applicable)
3. Debarment/Suspension Certification
4. Disadvantaged Business Enterprise Certification
5. Certification of Restrictions on Lobbying

**SUPPLEMENTAL BID  
FORMS/CERTIFICATIONS**

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

(**Preaward Certification** - Must be completed by all bidders/proposers to be responsive)

The bidder \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- (2) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
- (4) Have not within a three (3) year period preceding this proposal had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

Where the primary participant/bidder is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PRIMARY PARTICIPANT/BIDDER \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S. Code (U.S.C.), § 3801 ET SEQ., ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Authorized Organization Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name and Title - Authorized Official

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Organization/Company Name

## DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

**(Preaward Certification - Must be completed by all bidders/proposers to be responsive)**

It is the policy of the United States Department of Transportation (hereinafter, "DOT"), the Florida Department of Transportation, and the Pasco County Board of County Commissioners that disadvantaged business enterprises as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement.

The bidder hereby certifies that it will comply with the requirements of 49 CFR, Part 23.

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Signature of Authorized Organization Representative

---

Date

---

Witness Signature

---

Printed/Typed Name and Title - Authorized Official

---

Organization/Company Name

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

**(Preaward Certification - Must be completed by all bidders/proposers to be responsive)**

I, \_\_\_\_\_  
(Name and Title of Authorized Officer)  
hereby certify on behalf of \_\_\_\_\_ that:  
(Name of Organization)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (U.S.C). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature of Authorized Organization Representative

Date \_\_\_\_\_

**SUPPLEMENT 2**

**NOTICE OF  
CONTRACTUAL  
REQUIREMENTS**



## **1. WARRANTIES**

- 1.1 The successful bidder shall assume responsibility for warranty of materials, components; accessories, and/or performance of service proposed whether same are made by the bidder or purchased in final form from any outside source.
- 1.2 The successful bidder shall furnish to the purchaser, within thirty (30) days after receipt of notification of the bid award, the name, address, phone number, and contact person of the agency or agencies authorized to perform warranty work on the installation, equipment, items, components, and/or performance of service included in the specifications. The successful bidder shall make every effort to locate an agency or agencies as near as possible to the purchaser. The distance should not exceed twenty-five (25) miles. If distance exceeds this mileage, the bidder must address the response time.
- 1.3 Payment to the authorized warranty agency or agencies for warranty work performed shall be the responsibility of the successful bidder.
- 1.4 Warranty will begin upon the date of acceptance as noted by the appropriate signature on the applicable purchase order.

## **2. DELIVERY AND ACCEPTANCE**

- 2.1 In the event that printing and delivery of the completed job under this contract shall be necessarily delayed due to weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the successful bidder, the time for completion shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.
- 2.2 The printing job shall be considered "accepted" upon the successful inspection by the purchaser and an authorized signature of receipt on the applicable purchase order.

## **3. LIQUIDATED DAMAGES (Not applicable to this contract)**

In the event of an unauthorized delay or interruption in the completion of the delivery and acceptance of the system, excluding authorized extensions, the purchaser shall assess as liquidating damages, N/A per day.

## **4. PARTS AND MANUALS (Not applicable to this contract)**

- 4.1 The successful bidder shall provide:
  - Two (2) current *Maintenance and Repair Manuals*
  - Two (2) *Operator Manuals*

- One (1) each of any other applicable information necessary for the proper maintenance and operation of each unit
- 4.2 All supplied manuals, wiring diagrams, and applicable information shall incorporate the features ordered on each unit covered by this procurement

## **5. CIVIL RIGHTS REQUIREMENTS OF SUCCESSFUL BIDDERS**

### **5.1 Compliance with Regulations**

The successful bidder shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 19, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract.

### **5.2 Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C., 6102, Section 202, of the Americans with Disabilities Act of 1990, 42 U.S.C., 12132, and Federal transit law at 49 U.S.C., 5332, the successful bidder, with regard to the work performed by it during the contract, shall not discriminate based on race, color, creed, sex, age, disability, or national origin, against any employee or applicant for employment or in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The successful bidder shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices.

### **5.3 Equal Employment Opportunity**

In connection with the execution of this contract, the successful bidder shall not discriminate against any employee or application for employment because of race, religion, color, sex, or national origin. The successful bidder shall take affirmative action to ensure that the applicants are employed and that the employees are treated, during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **5.4 Age**

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C., Subsection 623, and Federal transit law at 49 U.S.C., Section 5332, the successful bidder agrees to refrain from discrimination against present and prospective employees from reason of age.

In addition, the successful bidder agrees to comply with any implementing requirements the FTA may issue.

#### **5.5 Disabilities**

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C., Section 12112, the successful bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the successful bidder agrees to comply with any implementing requirements the FTA may issue.

#### **5.6 Solicitation Language**

Solicitations from subcontracts, including procurement of materials and equipment in all solicitations either by competitive bidding or negotiation made by the successful bidder for work to be performed under the proposed contract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful bidder of the obligations relative to nondiscrimination on the grounds of race, color, creed, sex, religion, age, disability, or national origin.

#### **5.7 Access to Records, Information, and Reports**

Upon request, the successful bidder agrees to permit, and require its subrecipients to permit, the Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the State, or its authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the successful bidder and its subrecipients pertaining to this project.

#### **5.8 Sanctions for Noncompliance**

In the event of the successful bidder's noncompliance with the nondiscrimination provisions of the contract, the purchaser shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (a) Withholding payments to the successful bidder until compliance, and/or
- (b) Cancellation, termination, or suspension of the contract, in whole or in part.

### **6. INTEREST OF PUBLIC OFFICIALS**

Neither the Board of County Commissioners (BCC) nor its successful bidder(s) or its subcontractors shall enter into any contract, subcontract, or arrangement in connection with this procurement, in which any member, officer, or employee of the BCC, during their tenure or for two (2) years thereafter, has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired

prior to the beginning of this tenure any such interest, and if such interest is immediately disclosed to the BCC, the BCC, with prior approval of the U.S. Department of Transportation, may waive the prohibition contained in this subsection provided that any such present member, officer, or employee shall not participate in any action by the BCC relating to such contract, subcontract, or arrangement.

The BCC shall insert in all contracts entered into in connection with this procurement, and shall require its successful bidders to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the (name of agency or locality) during their tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the BCC and its fiscal depositories, or to any agreement for utility services for which the rates are fixed or controlled by a governmental agency.

No member or delegate to the Congress of the United States shall be admitted to any share or part of the agreement or any benefit arising therefrom.

## **7. ENERGY CONSERVATION**

The successful bidder agrees to comply with the mandatory standards and policies relating energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C., Section 6321 et seq.

## **8. RECYCLED PRODUCTS**

The successful bidder agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C., Section 6962), including but not limited to the regulatory provisions of 40 CFR, Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR, Part 247.

## **9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The purchaser and the successful bidder acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal government, the Federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, successful bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The successful bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The successful bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C., §3801 et seq., and DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R., Part 31, apply to its actions pertaining to this project. Upon execution of the associated purchase order, the successful bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the successful bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the successful bidder to the extent the Federal government deems appropriate.

The successful bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal government pertaining to this project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C., § 5307, the government reserves the right to impose the penalties of 18 U.S.C., § 1001 and 49 U.S.C., § 5307 (n)(1) on the successful bidder, to the extent the Federal government deems appropriate.

The successful bidder agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provision.

**11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS**

The preceding provisions include, in part, certain standard terms and conditions required by the DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the DOT, as set forth in the Federal Transit Administration (FTA) *Circular 4220.1E*, dated July 14, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The successful bidder shall not perform any act, fail to perform any act, or refuse to comply with any purchaser requests that would cause the purchaser to be in violation of the FTA terms and conditions.

**12. BREACHES AND DISPUTE RESOLUTION**

- A. Disputes. Disputes arising in the performance of this contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the purchaser. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful bidder mails or otherwise furnishes a written appeal to the purchaser. In

connection with any such appeal, the successful bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the purchaser shall be binding upon the successful bidder and the successful bidder shall abide by the decision.

- B. Performance during Dispute. Unless otherwise directed by the purchaser, the successful bidder shall continue performance under this contract while matters in dispute are being resolved.
- C. Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents, or others for whose acts they are legally liable, a claim for damages, therefore, shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Rights and Remedies. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

### **13. FEDERAL CHANGES**

The successful bidder shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the most current agreement between the purchaser and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The successful bidder's failure to so comply shall constitute a material breach of this contract.

### **14. U.S. DEPARTMENT OF TRANSPORTATION FUNDING**

Any contract resulting from a bid submitted is subject to financial reimbursement by the U.S. Department of Transportation.

## BID FORM

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

Item No.	Estimated Annual Quantity	Description	Unit Price Per Thousand	Total
		<b>PRINTING SERVICE PER SPECIFICATION AND SAMPLES</b>	_____	_____
1.	65,000	Utility Flyers Color Brand  Quoted _____	_____	_____
2.	200,000	Route Schedules	_____	_____
3.	60,000	Small System Pocket Maps	_____	_____
4.	50	Large System Wall Maps	_____	_____
5.	5,000	Bikes on Buses Brochure	_____	_____
6.	3,000	How to Ride Guide Brochure	_____	_____
7.	250	Bus Placecards	_____	_____
8.	1,000	Door Hangers	_____	_____
9.	1,000	Comment Cards	_____	_____
10.	5,000	Medicaid Envelopes	_____	_____
11.	500	Double-Sided Business Cards	_____	_____
12.	500	Single-Sided Business Cards	_____	_____
13.	5,000	Fare Cards	_____	_____
14.	25-50 Sheets	Note Pads	_____	_____

Delivery \_\_\_\_\_ Calendar Days After Notification of Order(s).

"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: \_\_\_\_\_, \_\_\_\_\_