



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

INVITATION FOR BIDS

BID NO. 07-003F

FIREFIGHTING EXPANDABLE SIMULATOR

SUMMARY OF WORK

It is the Pasco County's intent to procure one (1) stationary, multistory, expandable-module fire training facility, and the services necessary to install. Site work, foundation, and permitting are not a part of this solicitation.

The Pasco County Purchasing Department will receive sealed bids until 2:30 p.m., local time (our clock), on October 23 2006, 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.

Insurance coverage is required for this project; please refer to the Special Provisions.

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 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).

Frank C. Aleskwiz
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. 07-003F 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.

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 the 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.

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. 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.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.

4. Pasco County BCC shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

Pasco County hereby waives subrogation rights for loss or damage against Pasco County.

TRAFFIC CONTROL

The contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by Pasco County. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the contractor. No separate payment shall be made by Pasco County for this work. All cost of this work is included by the contractor as part of the contract price. The plan for traffic control shall be as directed by Pasco County. A Right-of-Way Use Permit shall be obtained from Pasco County prior to the commencement of any work in such a right-of-way.

END OF SPECIAL PROVISIONS

EMERGENCY SERVICES DEPARTMENT FIREFIGHTING EXPANDABLE SIMULATOR SPECIFICATIONS

- 1.0 This specification is for a stationary, multistory, expandable, module fire training facility. The unit will be designed to accommodate training in a manner which will provide for safe realistic training scenarios. This specification is based on a Fireblast 451, Inc., Model 321-11. Please refer to "Brand Names" in the General Provisions.
- 2.0 The unit's training capabilities will include, but are not limited to, interior and exterior fire attack, ventilation (both vertical and horizontal), search and rescue, direct and indirect attack, and forcible entry.
- 3.0 The unit will be designed and built utilizing the most current codes, standards, and recommendations published for this type of facility.
- 3.1 *National Fire Protection Association (NFPA) 1402, 2002 Edition.*
- 3.2 *NFPA 1403, 2002 Edition.*
- 3.3 Florida Statutes, Section 633.821(6).
- 3.4 The unit **MUST** meet the requirements of the Florida Administrative Codes, Section 69A-37.060.
- 4.0 **GENERAL INFORMATION**
- 4.1 Description:
 - 4.1.1 The training facility will include a three (3) story training prop, a minimum of 2,800 square feet, with a combination pitched and flat roof and a balcony across the front of the entire structure. The facility will include an enclosed interior staircase to each level and an exterior staircase to the roof. The facility will provide burn rooms as desired with appropriate insulation in each room for live fire training. The second floor roof will include a ventilation pitched roof prop with safety railings and chop hatch. The roof of the top floor will have a partial parapet with the remaining roof enclosed by safety railings.
- 4.2 The training facility will contain the following features:
 - 4.2.1 An adjustable maze room approximately 16' X 25'.
 - 4.2.2 Four (4) rappelling rings on the roof with a minimum working load of 5,000 pounds each.
 - 4.2.3 Roof hatch with ladder.

- 4.2.4 Caged ladder to roof.
- 4.2.5 Exterior staircase to roof.
- 4.2.6 Exterior staircase to second floor exterior deck.
- 4.2.7 Two (2) manhole covers.
- 4.2.8 Fire department connection and standpipe with discharged outlet on each floor and roof.
- 4.2.9 Two (2) sprinkle heads piped and valved to the first and second floors.
- 4.2.10 One (1) Class "A" burn prop with cleanout bin.
- 4.2.11 Two (2) liquid propane gas (LPG) fired props.
- 4.2.12 One (1) flashover prop/rollover prop.
- 4.2.13 Smoke generator with distribution system to burn room and maze room.
- 4.2.14 Automatic purge unit with evacuation system.
- 4.2.15 Interior and exterior lighting.
- 4.2.16 Training prop will be easily expandable for future needs.
- 4.3 Purpose:
 - 4.3.1 The unit will be designed for basic firefighter training, as well as providing ongoing training for the seasoned veteran. The unit design will provide skill-testing capabilities that meet minimum firefighter training requirements for basic firefighting skills as addressed in NFPA 1001.
- 4.4 Drawings:
 - 4.4.1 Two (2) copies of the facility drawings are to be utilized for foundation construction. Site work and permitting shall be provided within two (2) weeks after receipt of the purchase order and approval of the design. Additionally, an as-built drawing will be supplied within thirty (30) days following completion of installation and testing.
- 4.5 Code Compliancy and References:
 - 4.5.1 The facility will meet all NFPA and Occupational Safety and Health Standards (OSHA) and recommendations for this type of facility.
 - 4.5.1.1. NFPA:
 - a. NFPA 1402 - *Guide to Building Fire Training Centers*.
 - b. NFPA 1001 - *Life Safety*.

c. NFPA 1403 - *Standard on Live Fire Training*.

d. NFPA 1500 - *Firefighter Safety*.

4.5.1.2. OSHA (Code of Federal Regulations [C.F.R.]):

a. 29 C.F.R. 1910.23 - *Guarding Wall and Floor Openings*.

b. 29 C.F.R. 1910.23 - *Fixed Industrial Stairs*.

c. 29 C.F.R. 1910.27 - *Fixed Ladders*.

4.6 Warranty:

4.6.1 A one (1) year warranty on manufacture defects and component failure that occur during normal operations.

5.0 FACILITY

5.1 Hardware:

5.1.1 All attachment hardware is to be of galvanized material.

5.2 Foundation/Flat Work:

5.2.1 A copy of all required foundation specifications, including underground plumbing, electrical pad, and all ground improvements, will be supplied to Pasco County within two (2) weeks after receipt of the purchase order and approval of the design.

5.3 Components:

5.3.1 All manufactured components are to be of noncombustible material and corrosion-resistant.

5.4 Structure:

5.4.1 The training facility utilizes 40' and 20' International Organization for Standardization (ISO) modular high cube units constructed of corrosion resistant material.

5.4.2 Structural members are to consist of corrosion-resistant material and to be covered with one (1) coat of corrosion inhibiting primer.

5.4.3 Although a watertight facility may not be obtained, every effort should be used in providing a facility that is free from water leaks.

5.5 Exterior Walls:

5.5.1 Wall panels are constructed of a minimum of fourteen (14) gauge corrugated Corten steel. Panels are continuous seam welded to structural members. Exterior material must withstand repeated use with ladders without damaging or disfiguring the facility.

5.6 Interior Walls:

5.6.1 Interior walls are to enhance the floor plan and provide a more realistic building configuration (approximately ten [10] rooms). Interior burn areas will be insulated with material that is rated to withstand continual elevated temperature and thermal shock repeatedly. All insulation will be secured utilizing Corten steel sheeting. Insulation covering will be .125" thick minimum.

5.7 Floor Structure:

5.7.1 Floor structural members will have a weather-resistant coating. Floor decking will be nonskid-coated galvanized in burn rooms.

5.7.2 All outdoor walking surfaces will include a nonslip material.

5.7.3 The floor live load will provide a minimum of 175 pounds per square foot.

5.8 Roof Structure:

5.8.1 The roof structure will be constructed of fourteen (14) gauge, corrugated, Corten steel with a .125" thick, galvanized deck surface in front dining use areas. All surfaces will include a nonslip material. All fasteners are to be galvanized. Fasteners will be recessed flush with all walking surfaces. Flat roof area will provide a live-load capacity of a minimum 100 pounds per square foot.

5.9 Ventilation Prop:

5.9.1 A roof prop simulator with a chop-out hatch is included on the second floor roof of this unit. This platform constructed of a steel frame and sheeted with ¾" plywood provides vertical ventilation training utilizing hand tools and power saws. A 4" X 4" replaceable cutout area is located in the center of the training area. Surrounding the prop are OSHA-compliant safety railings.

5.10 Stairs:

5.10.1 All staircase material is to be constructed of corrosion-resistant steel with grip strut (or equivalent) treads. All interior stairs will provide a minimum thirty-six (36) inch-wide tread surface with OSHA-compliant hand railings. All exterior stairs will include proper landing and tread material to prevent the buildup from outside elements.

5.11 Doors:

5.11.1 All doors in are to be constructed of fourteen (14) gauge, galvanized steel and double-sided. Doors are to be a complete welded assembly. Each door will be hinged on one (1) side with a minimum of three (3) stainless hinges. Each door shall have appropriate handle mechanisms that represent a residential structure.

5.11.2 Door frames are to be constructed of ten (10) gauge, galvanized, roll-formed, corrosion-resistant Corten steel.

- 5.11.3 A reusable designed door jamb for training forcible entry will be provided on one (1) door.
- 5.12 Windows:
 - 5.12.1 All windows are to be constructed of ten (10) gauge, galvanized steel, single-sided. Windows are to be a complete welded assembly. Each window will be hinged on one (1) side with a minimum of two (2) stainless hinges. The standard window size is a minimum of 36" X 36". Each window will include an interior nonlocking latch assembly.
 - 5.12.2 Window frames are to be constructed of ten (10) gauge, galvanized, roll-formed, corrosion-resistant, Corten steel.
- 5.13 Railings:
 - 5.13.1 All open training areas with a vertical distance aboveground in excess of thirty (30) inches will include OSHA-compliant railings. Each railing will supply roof access through an approved opening (chain or gate). All exterior railings will have a powder paint finish.
- 5.14 Exterior Finish:
 - 5.14.1 The facility is to be painted. The exterior is to be a base color with one (1) access color on doors, windows, and railings. The interior is to be coated with an intumescent paint (dark gray in color). Each modular unit shall be primed and painted per customer color code specification.
 - 5.14.2 Other construction methods will be considered.
- 6.0 GAS FIRED PROP
- 6.1 The system will utilize gas in the vapor state as the fuel source.
- 6.2 The system will be designed and built utilizing the most current codes, standards, and recommendations published for this type of equipment. The system design and equipment will be tested and certified to be compliant with these codes and standards by a recognized testing laboratory.
- 6.3 Description:
 - 6.3.1 Props consist of a steel structure with burner-top grating. Pilot and burner systems will meet codes, standards, and recommendations from the NFPA, American National Standards Institute, and the American Gas Association. The burner is to be designed to resemble a bed and stove. The prop will be equipped with an electronic ignition, pilot, and flame verification with a makeup air intake fan. Utilizing gas will allow for a full range of flame control from incipient to a free burn.

- 6.4 Operator Control Room:
 - 6.4.1 The control room will provide visual monitoring of training exercises in the interior of the burn chamber. Outside egress must be provided from the control room. The room will be insulated and equipped with temperature rated glass inside the burn area. Window size minimum 12" X 18".
 - 6.4.2 All operation control equipment will be located in the control room. From this location, all operational safety features and system controls can be monitored.
- 6.5 Equipment Room:
 - 6.5.1 The equipment room will secure all operating equipment from weather and unauthorized use. All operational components are securely located in this space. This room is equipped with the fuel delivery system, gas monitoring, air compressor, circuit breakers, and a smoke machine with distribution center. An exterior access to all equipment must be provided.
- 6.6 Electrical:
 - 6.6.1 All electronic components are UL-approved for the application in which they are utilized. All electrical enclosures are National Electrical Manufacturers Association. The National Electric Code is utilized for all electrical installations. Weather outlets provided on the exterior of building and in the control room.
- 6.7 Power:
 - 6.7.1 The training facility will be supplied with electrical service. Line conditioning and surge voltage protection on all electrical components.
- 6.8 Controls:
 - 6.8.1 The operating system will include a Programmable Logic Controller (PLC) with a 12" Touch Panel (TP). The system shall be password protected and provide for verification of a trained operator, which will prevent unauthorized use or access to the controls. The PLC will control all operating functions and system monitoring, including the gas delivery system. The operator will utilize the TP to initiate all functions. Viewings of all operational functions are displayed on the TP.
- 6.9 Touch Panel Display Functions:
 - 6.9.1 Pilot and Burner Operation - Verify that the flame propagation is adequate.
 - 6.9.2 Flame Height Control - Three (3) modes offer the operator to control fire growth from incipient to free burn.
 - 6.9.2.1. Fixed - Factory programmed flame control setting for automatic flame operation.

- 6.9.2.2. Buttons - Operator selection of low, medium, and high-flame settings that can vary during operation.
- 6.9.2.3. Joystick - Operator-controlled flame range throughout training exercise.
- 6.9.3 Smoke - Generator will turn on automatically and allow for discharge.
- 6.9.4 Flashover - Upon verification of safe environment, buttons on screen will appear to ignite flashover.
- 6.9.5 Ventilation - Pressing the button will activate the fans to remove gas and heat.
- 6.9.6 Gas Levels - Percentage measurements are visible on screen (color indicates status).
- 6.9.7 Temperature Monitoring - Temperature measurements are visible on screen (color indicates status).
- 6.9.8 E-Stop Status - Displays malfunction.
- 6.9.9 Alert - displays malfunction.
- 6.9.10 Passwords - All functions are password protected to each operator trained on the unit.
- 6.10 Pneumatics:
 - 6.10.1 The unit includes a five (5) horsepower air compressor with a minimum twenty-five (25) gallon storage tank. Pneumatic functions include operation of the ventilation prop rams and prop control valves.
- 6.11 Fuel Storage:
 - 6.11.1 Existing LPG tanks to supply expandable trainer. All piping, regulation, and fuel delivery equipment will be supplied.
- 6.12 Flashover/Rollover:
 - 6.12.1 A flashover/rollover prop will be installed with one (1) burn prop. The overhead fire simulator will be equipped with pilot and flame verification and a makeup air intake system. Utilizing gas vapor and joystick control, the operator can control bursts of flames to create rollover/flashover conditions.
- 7.0 SAFETY
- 7.1 Gas Monitoring:
 - 7.1.1 The system is to include gas monitoring in two (2) locations in the burn room. Utilizing a draw sample, an infrared monitoring system verifies a safe atmosphere within the burn room and is interlocked with additional safety features. The gas concentration levels are constantly displayed on the TP for the operator.

7.2 Training Objective:

7.2.1 The system will be able to provide training capabilities in the following areas.

7.2.1.1. Flashover recognition and tactics for suppression.

7.2.1.2. Direct and indirect attack.

7.2.1.3. Interior fire attack.

7.2.1.4. Exterior fire attack.

7.2.1.5. Search/rescue in smoke (nontoxic) filled interior.

7.2.1.6. Ventilation.

7.3 Code Compliancy and References:

7.3.1 This system meets or exceeds codes, standards, and recommendations for this type of equipment.

7.3.1.1. NFPA 54 the National Fuel Gas Code.

7.3.1.2. NFPA 58 LP Gas Code.

7.3.1.3. NFPA 70 NEC.

7.3.1.4. NFPA 96 Standard for Ovens and Furnaces.

7.3.1.5. UL 509 Standard for Industrial Control Equipment.

7.3.1.6. NFPA 1402 Guide to Building Fire Service Training Centers.

7.3.1.7. ANSI Z21 and 83 Series Standards for Gas Utilization Equipment.

7.3.2 Additionally, props must be designed to be compliant and meet the criteria for training as specified in the following NFPA manuals and F.A.C. 69A-37.

7.3.2.1. NFPA 1001.

7.3.2.2. NFPA 1403.

7.3.2.3. NFPA 1500.

7.4 Operational Training:

7.4.1 The bidder will provide a one (1) day, eight (8) hour, operational instruction course for a maximum of eight (8) students. During the operational instruction, each student will be instructed on operational policies and procedures necessary for the safe and effective operation of the system, setup, unit familiarization, safety concerns, safety

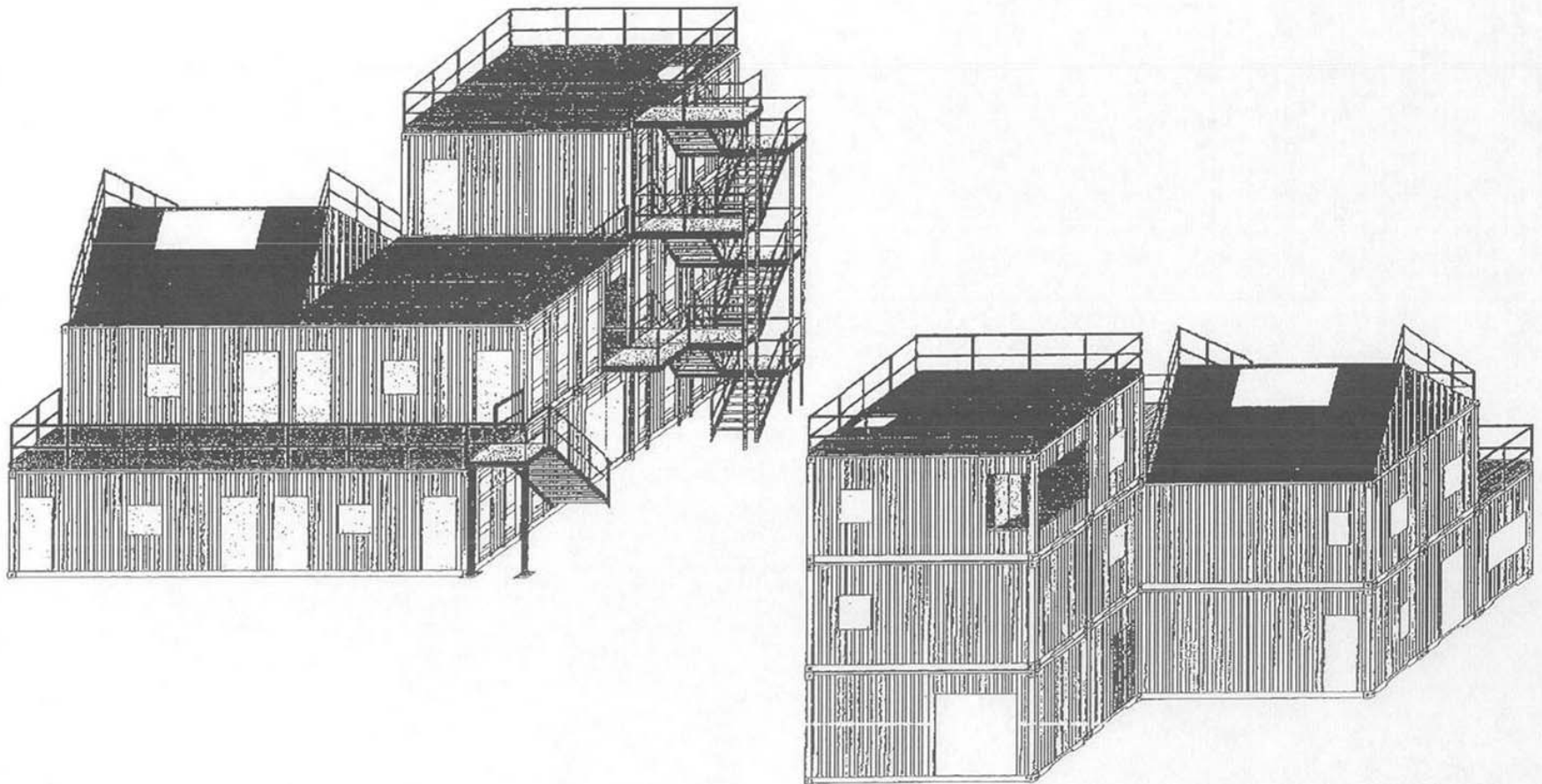
features, operation guidelines, preventative maintenance, and operational controls. Each student shall be given sufficient training as to fully understand system capabilities and a clear understanding of how the system operates. A Master Operations Manual will be provided for the department and each student will receive a Student Operation Manual. The training course, along with the manuals, will ensure that personnel are able to safely and effectively operate the system.

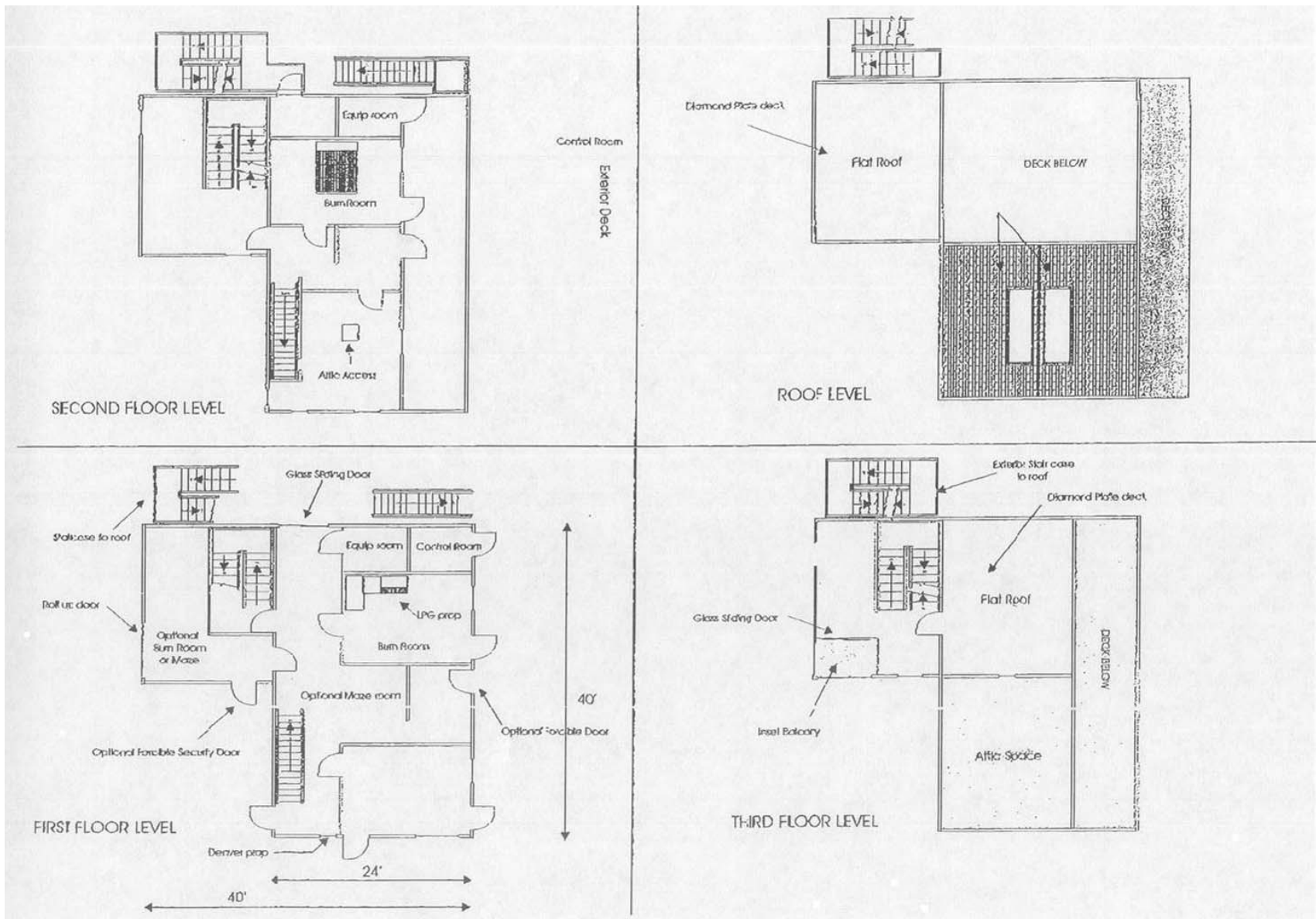
7.5 Warranty:

One (1) year warranty on manufacturer defects and system component failure that occur during normal operations.

7.6 Installation:

The manufacturer/bidder shall deliver, install, and make operational the specified unit. Site work, foundation, and permitting are to be done by others.





END OF SPECIFICATIONS

BID FORM

Business Name: _____

Item No.	Quantity	Description	Total
1.	1 Each	Firefighting Expandable Simulator Per Specifications and Conditions of Bid Document	_____

Make _____

Model _____

Warranty _____

Delivery: _____ Days After Receipt of Order

Installation Complete: _____ Days After Start
(With Foundation and Permits by Others)

"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: _____, _____