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



TELÉPHONE: (727) 847-8194 FACSIMILE: (727) 847-8065 pascocountyfl.net

### INVITATION FOR BIDS BID NO. 07-040F HEAVY DUTY TRUCKS

#### SUMMARY OF WORK

It is the intent of this solicitation to contract with a company to procure three (3) each ten (10) wheel dump trucks, and one (1) each flatbed truck for Pasco County's Fleet Management Department.

The Pasco County Purchasing Department will receive sealed bids until 2:30 p.m., local time (our clock), on January 22, 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 <a href="www.PascoCountyFL.net">www.PascoCountyFL.net</a> 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. 07-040F for the following reason(s):

| Please chec | k all that apply.   |   |  |  |  |
|-------------|---|---|--|--|--|
| 1.0 🗌       | Opening date does not allow sufficient time to complete bid response. |   |  |  |  |
|             | We do not offer the commodities or services requested.                |   |  |  |  |
|             | Our schedule would not permit us to perform.                          |   |  |  |  |
|             | We are unable to meet the issued specification.                       |   |  |  |  |
|             | Specifications are restrictive (please explain below).                |   |  |  |  |
|             | We are unable to meet the surety requirements.                        |   |  |  |  |
|             | Other:  |   |  |  |  |
|             | and that if a "NO BID" is not ect commodity.                          | returned, our firm will be removed from the bidders' list |  |  |  |
| Signature:  |   | Company   |  |  |  |
| J           |   | 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.

#### <u>ANTITRUST</u>

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 item, group of items, or lowest total, whichever is deemed to be in Pasco County's best interest.

#### BID ACCEPTANCE PERIOD

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

#### **BID CLARIFICATIONS**

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

#### BIDDER CERTIFICATION

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

#### **BIDDER INVESTIGATIONS**

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

#### **BIDDERS' LIST**

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

#### **BID ENVELOPES**

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

#### **BID FORM SUBMISSION**

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

#### **BID RECEIPT AND OPENING**

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

#### **BID WITHDRAWAL**

Bids may not be changed after the bid closing time.

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

#### **BRAND NAMES**

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

#### CANCELLATION

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

#### <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>

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. 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.

#### MOTOR VEHICLE INDUSTRY LICENSING

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of nonresponsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

#### 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 34654. 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** 

#### ITEM NO. 1

#### PASCO COUNTY FLEET MANAGEMENT

## TANDEM DUMP TRUCK SPECIFICATIONS

| INTENT | Γ: |
|--------|----|
|--------|----|

| 1.0 | Minimum         | <b>GVWR</b> | 59 000 lb | s - factory | v-certified. |
|-----|-----------------|-------------|-----------|-------------|--------------|
| 1.0 | IVIIIIIIIIIIIII |             | 00.000 10 | S. Tacion   | v-certinea.  |

- 2.0 Cab/axle inches.
- 3.0 Cab paint Fleet White
- 4.0 <u>Axles, Front/Rear</u>:
  - 4.1 Front axle-19,000 lbs. steel.
  - 4.2 Rear axle–40,000 lbs., single-speed; and power divider to have a lube pump mounted to the front axle.

#### 5.0 Axle-Related Items:

- 5.1 Magnetic trap drain plugs, rear axles.
- 5.2 Shock absorbers, front double-acting telescopic.
- 5.3 Steering power.
- 5.4 Wheel seals front and rear, wet-type.
- 5.5 Differential lock and inter-axle lock.

#### 6.0 <u>Brake/Brake Equipment</u>:

- 6.1 Brakes-air front; cam, 16.5.5" X 6".
- 6.2 Brakes-air rear; cam-type, 16½" X 7".
- 6.3 Air dryer; heated, LH frame-mounted.
- 6.4 Air compressor.
- 6.5 Brake chambers–front; Type 20 or Type 24.
- 6.6 Brake chambers—rear; Type 30 service with Type 30 parking on both the rear axles.
- 6.7 Moisture ejectors; automatic nonheated.
- 6.8 Parking brake; Maxi II rear axle, spring-set with dash-mounted control.
- 6.9 Slack adjusters; automatic rear/front.
- 6.10 Air brake package for straight truck and trailer. Full trailer air brake controls with airlines, glad hands, and wiring routed to the rear end of the frame.

#### 7.0 Cab/Trim/Seats:

- 7.1 Air conditioning; factory installed.
- 7.2 Cab-type and interior trim level; standard conventional with tilting fenders and hood.
- 7.3 Driver seat to have individual air suspension.
- 7.4 Fixed-base passenger seat.
- 7.5 Seat belts, retractable.
- 7.6 Seat trim; heavy-duty vinyl.

#### 8.0 Cab Equipment:

- 8.1 Arm rest; driver and passenger.
- 8.2 Assist handles; left and right.
- 8.3 Cigarette lighter; dash-mounted.
- 8.4 Emergency front lamp flasher.
- 8.5 Gauge; ammeter or voltmeter.
- 8.6 Gauge; engine oil pressure (direct read).
- 8.7 Gauge; fuel.
- 8.8 Gauge; dual low air pressure with buzzer.
- 8.9 Gauge; transmission oil temperature.
- 8.10 Gauge; coolant temperature (electric).
- 8.11 Heater; high output.
- 8.12 Horns; air, dual.
- 8.13 Instrument panel; fleet.
- 8.14 Lights; cab clearance and identification.
- 8.15 Mirrors; sixteen (16) inch West Coast mirrors with convex.
- 8.16 Restriction indicator; air cleaner.
- 8.17 Sun visor; left and right interior.
- 8.18 Tinted glass; windshield only.
- 8.19 Turn signal lamps.
- 8.20 Turn signal switch; standard type.
- 8.21 Windshield washer; electric pump-type.
- 8.22 Windshield wipers; two (2) speed electric.

#### 9.0 <u>Electrical</u>:

- 9.1 Alternator; minimum 110 amp.
- 9.2 Battery; three (3) twelve 12-volt.
- 9.3 Starter.
- 9.4 No scotch lock for electrical connectors.

#### 10.0 Engine:

- 10.1 Four (4) cycle, water-cooled, turbo diesel, minimum 275 hp, capable of maintaining a constant speed of fifty-five (55) mph, fully loaded, "59,000 GVWR" at 0.1 grade ability.
- 10.2 Air cleaner, single-stage dry-type with fresh air intake.
- 10.3 Coolant recovery system; polyethylene reservoir.

- 10.4 Fuel pump.
- 10.5 Fuel/water separator; engine-mounted.
- 10.6 Governor.
- 10.7 Oil filter; engine-mounted, disposable-type.
- 10.8 Tachometer; electronic.
- 10.9 Warning and shutdown system with warning lights.

#### 11.0 Frame:

- 11.1 Frame; double channel frame construction, all bolted assembly, factory-reinforced, if necessary.
- 11.2 The Frame and running gear shall be painted manufacturer's standard Fleet Black

#### 12.0 Fuel Tank:

12.1 Fuel tank(s); 100-gallon capacity.

#### 13.0 <u>Suspension</u>:

- 13.1 Springs; front (19,000 lbs. capacity).
- 13.2 Rear suspension; (40,000 lbs. capacity).
- 13.3 Walking beams; fifty-two (52) inch steel.

#### 14.0 Tire/Wheel/Rim:

- 14.1 Tires–front; flotation, radial tubeless, (2) 385/65R22.5-18 PR, standard tread
- 14.2 One (1) piece drop center front rims.
- 14.3 Ten (10) hole disc rims–front, (2) 22.5 X 12.25 rims.
- 14.4 Tires-rear; radial tubeless (8) 11R X 22.5 (14 PR), with ten (10) hole disc rims.
- 14.5 Rear rims, ten (10) hole disc.

#### 15.0 <u>Transmission</u>:

- 15.1 Transmission Main; automatic, Allison RDS Series.
- 15.2 Power take-off provision.

#### 16.0 <u>Miscellaneous Equipment:</u>

- 16.1 Bumper–Front; full width steel, painted argent.
- 16.2 Bumper extension; front six (6) inch to nine (9) inch spacer.
- 16.3 Front tow hook(s).
- 16.4 Engine hour meter.
- 16.5 Backup alarm.
- 16.6 Water filter.
- 16.7 Mud flaps to be installed front and rear of the rear tires (with no advertisement).

#### 17.0 <u>Conditions</u>:

- 17.1 In addition to the equipment specified, the vehicle shall be equipped with all the standard equipment as specified by the manufacturer for this model and shall comply with all Environmental Protection Agency (EPA) emission standards; meet all Occupational Safety and Health Administration (OSHA) and Department of Transportation (DOT) current standards and safety requirements, and all motor vehicle safety standards as established by the U.S. DOT regarding the manufacture of motor vehicles.
- 17.2 The successful bidder shall be responsible for delivering vehicles that are properly serviced, cleaned, and in first-class operating condition.

Predelivery services shall include the following:

- a. Complete lubrication.
- b. Filling of the crankcase with proper oil.
- c. Adjustment of the engine to proper operating conditions.
- d. Carefully check to assure the perfect operation of all mechanical features.
- 17.3 All bidders must identify in their bid proposals any after-market parts or components not designed by the manufacturer (OEM) with reference to the vehicle or equipment being bid. Any after-market parts or components identified must have the company's name and associated warranties.

#### 18.0 Dump Body:

- 18.1 The successful bidder shall also install on the truck a 12/14-yard dump body with a slope tailgate, and shall meet or exceed the following specifications (dimensions of the dump body are approximate):
  - a. 13½' long X 7' wide, forty-two (42) inch sides with not less than thirty (30) percent sloping rub rail, and forty-eight (48) inch head and tailgate. Minimum five (5) vertical semiboxed braces and eight (8) gauge boxed rear corner post; all continuous weld construction. Inside of the body is to incorporate two (2) inch radius between the sides and floor for cleaner, faster dumping. The lights and reflectors as required by the DOT.
  - b. Rear material apron, minimum twelve (12) inch width, and forty-five (45) degree angle slope.
  - c. Ladder installation on driver's side of body. The ladder shall be hinged so it does not hinder the loading operations. Also, pegs are to be mounted on the inside of the body for easy access and exit.

#### 18.2 Body Material:

The sides are to be constructed of ten (10) gauge high-resistant steel, the floor is to be constructed of eight (8) gauge high-resistant steel with not less than ten (10) four (4) inch structural steel channel cross-members (5.4 ft. lbs.). The long beams are to be of five (5) inch I-beam (10.0 ft. lbs.), running the full length of the body, and gusseted to cross sills. The wide deep-flanged top rails are to be incorporated in the sides with minimum flange 1-1½" long X 3" wide. The tailgate is to have two (2) horizontal sloping boxed reinforcements and sloping lower brace. The slope is not to be less than thirty (30) percent. The head shall have a full-width horizontal "V"-type brace for extra reinforcement. One-half size cab shield.

#### 18.3 Hoist:

The hoist shall be a T.B.E.A. Class 70, front-mount telescopic hoist, thirty-two (32) ton payload minimum, seven (7) inch cylinder diameter, and 120-inch cylinder stroke.

#### 18.4 Pump:

The pump shall have a four (4) position balanced spool-type valve that offers a raise position, a hold position, and two (2) lowering positions to allow lowering of the heavy load gently or emptying the body quickly. The pump shall be a gear-type hydraulic pump, delivering twenty-four (24) GPM at 1,000 rpm at 1,000 psi. The pump is to be mounted in line with PTO; the control is to be a lever-type mounted in the truck cab.

#### 18.5 PTO:

Air-operated; direct-mounted with cab-mounted PTO indicator light to indicate when PTO is engaged ninety-six (96) percent, maximum.

#### 18.6 Tarp:

Roll-up, mesh canvas tarp with tie-down bars, and the swing bar is to be operated from ground level, or equal.

#### 18.7 Paint:

- a. Black.
- b. Rust proofing, Specification HDRP-1, and meeting Federal specifications.

#### 18.8 Safety:

The body should be equipped with a positive means of support and permanently attached for use during maintenance inspection.

#### 18.9 <u>Sideboards</u>:

2" X 12" rough-cut cypress.

#### 19.0 <u>OSHA</u>:

19.1 In addition, the above vehicle must meet all OSHA DOT requirements for safety.

#### ITEM NO. 2

#### PASCO COUNTY FLEET MANAGEMENT

#### TWO (2) TON CAB AND CHASSIS WITH MOUNTED FLATBED DUMP BODY AND HOIST

#### **SPECIFICATIONS**

#### **INTENT**:

To be utilized by maintenance and construction crews transporting various types of materials; i.e., fill, rock, concrete block, culverts, etc.

#### 1.0 ENGINE AND ENGINE EQUIPMENT:

- 1.1 The unit shall be powered by a four (4) cycle, water-cooled, diesel engine with a 200 horsepower minimum.
- 1.2 The unit shall be equipped with a heavy-duty cooling system, viscous-type fan clutch, and coolant recovery reservoir system.
- 1.3 The unit shall be equipped with a single-stage dry-type air cleaner.
- 1.4 The unit shall be equipped with a single muffler and pipe mounted horizontally.
- 1.5 The unit shall be equipped with a heavy-duty twelve (12) volt electrical system both for starting and operating and a ninety (90) amp alternator charging system, minimum.
- 1.6 The unit shall be equipped with an automatic engine warning and shutdown system.
- 1.7 The unit shall be equipped with a Perry or approved equivalent coolant conditioner and filter.
- 1.8 The unit shall be equipped with a fuel/water separator, Fleetguard FS 1212 or approved equivalent.

#### 2.0 TRANSMISSION:

2.1 The unit shall be equipped with an automatic transmission with a minimum of five (5) forward speeds, MD3060P, or approved equivalent, and a power takeoff provision.

#### 3.0 AXLES, FRONT AND REAR:

- 3.1 The unit shall be equipped with a steel front axle and suspension with a minimum 9,000 lb. G.A.W.R.
- The unit shall be equipped with a single speed, steel single rear axle and suspension with a minimum 19,000 lb. G.A.W.R.
- 3.3 The unit shall be equipped with wet-type wheel seals on both the front and rear axles.
- 3.4 The unit shall be equipped with power steering.
- 3.5 The unit shall be equipped with a final rear axle ratio that would be capable of maintaining a constant speed of fifty-five (55) MPH at 200 RPM less than governed RPM.

#### 4.0 BRAKES AND BRAKE EQUIPMENT:

- 4.1 The unit shall be equipped with fully air-operated, cam-type brakes on both the front and rear.
- 4.2 The unit shall be equipped with a heated air dryer.
- 4.3 The unit shall be equipped with automatic nonheated moisture ejectors.
- 4.4 The unit shall be equipped with an air compressor; water-cooled.
- 4.5 The unit shall be equipped with a rear axle parking brake with dash-mounted control.

#### 5.0 TIRES AND WHEELS:

- 5.1 The unit shall be equipped with ten (10) hole Budd wheels.
- 5.2 The unit shall be equipped with 11R X 225 radial tubeless.

#### 6.0 FRAME AND SUSPENSION:

- 6.1 The unit shall be equipped with heavy-duty rear springs with auxiliary springs.
- The unit shall be equipped with two (2) tow hooks on the front of the frame.
- The unit shall be equipped with a fifteen (15) ton Pintle Hook mounted at the rear of the frame.
- The unit shall have a heavy-duty (factory reinforced, if necessary) frame of 1,000,000 RBM.
- 6.5 The unit shall have a minimum cab to axle of 108 inches.

- The unit shall be a minimum of G.V.W.R. of 28,000 lbs.; factory certified.
- 6.7 The unit shall have a full width steel bumper painted to body color.
- The unit shall be equipped with mud flaps to be installed in the front and rear of the rear tires with no advertisements or logos.

#### 7.0 FUEL TANKS:

7.1 The unit shall be equipped with two (2) fifty (50) gallon step-type fuel tanks, ICC approved, for a total of 100 gallons mounted on the right and left sides.

#### 8.0 <u>CAB AND EQUIPMENT</u>:

- 8.1 The unit shall be equipped with a factory cab with full width bench seat and seat belts.
- 8.2 The unit shall be equipped with a sound-suppression system or full cowl insulation.
- 8.3 The unit shall be equipped with tinted safety glass on all windows.
- 8.4 The unit shall be equipped with factory-installed speedometer, odometer, ammeter or voltmeter, fuel, engine oil pressure, coolant temperature, transmission fluid temperature, and dual-reading air pressure gauges.
- 8.5 The unit shall be equipped with a minimum of two (2) speed electric windshield wipers and electric washers.
- 8.6 The unit shall be equipped with a heating and defrosting unit.
- 8.7 The unit shall be equipped with dual West Coast-type mirrors with lower convex mirrors.
- 8.8 The unit shall be equipped with factory-installed air conditioning.

#### 9.0 <u>LIGHTS AND SIGNALS</u>:

- 9.1 The unit shall be equipped with the following items:
- 9.1.1 Single or dual headlamps.
- 9.1.2 Rectangular or equivalent-type marker lights in ICC approved locations.
- 9.1.3 Turn signals, front and rear, with traffic warning switch.
- 9.1.4 Dual stop, taillights, and back-up lights.
- 9.1.5 Back-up alarm.

#### 10.0 PAINT AND INTERIOR:

- 10.1 The cab shall be painted with manufacturer's standard Fleet White.
- 10.2 The frame and running gear shall be painted with the manufacturer's standard Fleet Black.
- The unit shall be completely rustproofed to comply with specifications HDRP-1 and meeting the Federal specifications.
- The unit shall have a medium-beige or saddle-tan colored interior.

#### 11.0 WETLINE SYSTEM:

- The unit shall be equipped with a transmission-driven power takeoff unit to drive direct mount hydraulic pump for hoist cylinders.
- The unit shall be equipped with all necessary pumps, hoses, fittings, brackets, etc., for operation.
- 11.3 The unit shall be equipped with an air- or electrical-operated power takeoff engagement system with warning light and single lever dash-mounted hoist control.

#### 12.0 BODY - FLATBED:

- 12.1 The body shall be constructed and equipped as follows:
- 12.1.1 The unit shall be equipped with an all-steel fourteen (14) foot flatbed body with cross members on fifteen (15) inch centers.
- 12.1.2 The bulkhead is to be forty-two (42) inches high with 12" X 24" wide window covered with expanded metal. The Bulkhead is to have four (4) vertical braces.
- 12.1.3 One (1) quarter cab protector; ninety (90) degrees.
- 12.1.4 Rollup-type mesh tarp, of mesh canvas, tie down bars, and swing bar to be operated from ground level or equal.
- 12.1.5 Side boards four (4) each (two [2] per side), 2" X 12" X 14' oak side boards with bolt-on steel braces.
- 12.1.6 The safety device is to ensure positive locking if the bed is in the upright position.
- 12.1.7 Paint one (1) coat of rust-inhibiting primer, one (1) coat of red lead primer, and one (1) coat of black finish paint.

12.1.8 The under body hoist is to be Class "E" turn cylinder, inboard mounting, and telescoping with minimum 16.50 tons payload capacity.

#### 13.0 CONDITIONS:

- 13.1 In addition to the equipment specified, the unit shall be equipped with all standard equipment specified by the manufacturer for the model bid, shall comply with all EPA standards, and all motor vehicle safety standards as established by the U.S. DOT regarding the manufacturing of motor vehicles.
- 13.2 The successful bidder shall furnish the following:
- 13.2.1 Three (3) complete sets of operating manuals.
- 13.2.2 Computer CD disk for parts and service books.
- 13.2.3 Three (3) sets of keys.
- 13.2.4 Warranty.
- 13.2.5 Statement of origin.
- 13.2.6 Bill of sale.
- The successful bidder shall be responsible for delivering the unit that is properly serviced, clean, and in first-class operating condition.

Predelivery service shall include the following:

- 13.3.1 Complete lubrication.
- 13.3.2 Filling of the crankcase with proper oil.
- 13.3.3 Adjustment of the engine to proper operating condition.
- 13.3.4 Check to assure perfect operation of all mechanical features.
- All bidders must identify in their bid proposals any after-market parts or components not designed by the manufacturer (OEM) with reference to the vehicle or equipment being bid. Any after-market parts or components identified must have the company's name and associated warranties.
- 13.5 Reflective tape is required to meet all State and Federal guidelines.

#### **END OF SPECIFICATIONS**

#### **GENERAL CONDITIONS**

- 1.0 In addition to the equipment specified, the unit shall be equipped with all standard equipment specified by the manufacturer for the model bid, and shall comply with all EPA emission standards, and meet all OSHA and DOT current standards and safety requirements.
- 1.1 A bidder shall be selected on the basis that the bid item will be best suited for the operational needs/use and which is in the best interest of Pasco County. The County reserves the right, prior to award of any bid, to inspect the bidder's facilities, including service or parts facilities, for the purpose of determining that there is a regular bona fide established business that is presently a going concern, is likely to continue as such, and is capable of providing the bid item(s) or service(s), including any later warranty, service, or replacement parts support, as may be required.
- 1.2 Service and parts support location: For the purpose of warranty work, and later repair work, the bidder should have available, prior to award of bid, a full stock and service dealership within a reasonable service area to Pasco County. This shall be defined as within 100 miles of Pasco County. If the dealership is corporately independent from the contractor, a letter on the dealership's letterhead must be included with the bid, verifying the acceptance of warranty responsibility, and later, repair work, if required. The dealership must be capable of and willing to provide replacement parts, if and when required by Pasco County. The dealership must certify that the prices for parts and/or service will not exceed those charged other like customers doing a similar volume of business. The award of the bid will not obligate Pasco County to purchase parts/service from the referenced dealership.
- 1.3 All bidders shall provide the following information:
- 1.3.1 Nearest parts depot (Pasco County).
- 1.3.2 Nearest repair facilities (Pasco County).
- 1.3.3 Weights:
  - 1.3.3.1. Actual weights of base unit (i.e., GVWR, GVW/Operating).
  - 1.3.3.2. Actual weights of each attachment (i.e., GVWR, GVW/Operating).
- 1.4 All bidders shall provide warranty terms, both standard and all additional warranty terms.
- The successful bidders shall furnish three (3) complete sets of operating and service manuals, and three (3) parts books. If the bid is for multiple, like equipment, only one complete set of three (3) is required. A video on operation/maintenance shall be furnished, if available. Three (3) complete sets of keys. CD ROMs can be substituted for the manuals (three [3] CD ROMs will be required).

- 1.6 The successful bidder shall provide a qualified representative for orientation on operation, maintenance, and safety. The orientation is to be coordinated through the Fleet Management Department. It shall consist of a specified amount of time to adequately familiarize Pasco County personnel with the operation, maintenance, and safety of the unit.
- 1.7 The successful bidder shall be responsible for delivery of this unit, fully assembled, properly serviced, and in first-class operating condition for immediate use.
- 1.8 All bidders shall provide f.o.b. delivery date to Pasco County's maintenance yard, New Port Richey, Florida. Delivery is of the essence, and may be a factor in the award of the bid.
- 1.9 All delivery will be done between the hours of 8:00 a.m. and 3:30 p.m., at the Pasco County, New Port Richey, maintenance garage.
- 1.10 All bidders must identify in their bid proposals any after-market parts or components not designed by the manufacturer (OEM) with reference to the vehicle or equipment being bid. Any after-market parts or components identified must have the company's name and associated warranties.

**END OF GENERAL CONDITIONS** 

#### **BID FORM**

| Business Name: |  |
|----------------|--|
|                |  |

| Item<br>No. | Quantity | Description  | Unit Price | Total |
|-------------|----------|--|------------|-------|
| 1.          | 3 Each   | Ten (10) Wheel Dump Trucks Per Specifications and Conditions of the Bid Document.  Make: |            |       |
|             |          | Receipt of Order.  |            |       |
| 2.          | 1 Each   | Flatbed Truck Per Specifications and Conditions of the Bid Document.  Make:              |            |       |
|             |          | GRA  | AND TOTAL  |       |

"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 N               | lame on File with the Internal Revenue              | Service)         |  |
| Doing Business as (Fictitious Name | e):   |                  |  |
| Business Organization:             |   |                  |  |
| Corporation:                       |   |                  |  |
| Partnership: General               | Limited   |                  |  |
| Limited Liability Company (LLC)    | ):  |                  |  |
| State Registered In:               | Year:   |                  |  |
| Sole Proprietorship: Owne          | or:   |                  |  |
| Other:                             |   |                  |  |
| Telephone:                         |   |                  |  |
|                                    |   |                  |  |
| Address:                           |   |                  |  |
|                                    |   |                  |  |
|                                    |   |                  |  |
| Date:                              |   |                  |  |