



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT**

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

TELEPHONE: (727) 847-8194

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www.PascoPurchasing.com

**INVITATION FOR BID
BID NO. IFB-RT-14-051
KITCHEN EQUIPMENT FOR DETENTION CENTER**

SUMMARY OF WORK

It is the intent of this solicitation to purchase two (2) pieces of kitchen equipment to be used at the Land O' Lakes Detention Center.

The Pasco County Purchasing Department will receive sealed bids until 3:00 p.m., local time (our clock), on January 7, 2014, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bidders shall submit one (1) original bid form.

In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the responding firms and the respective bid amounts will be read at the time of opening. Pursuant to Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.FloridaBidSystem.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.FLORIDABIDSYSTEM.COM AT NO COST.**

Ralph E. Tipton, Buyer



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STATEMENT OF NO BID

We, the undersigned, have declined to submit a bid response to the Invitation for Bid, Solicitation No. IFB-RT-14-051, 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: _____

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 apply in like force to this solicitation and to any 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 should 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.

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, time of delivery, and other factors deemed by the County to be appropriate. 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. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the

bidder's offered equipment may be used to determine the lowest bidder. Such analysis may be based upon the bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by lowest total, or whatever manner 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. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are 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.

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 should be clearly marked with the invitation number, commodity, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

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. 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. In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the firms submitting a bid, proposal, or reply will be read in an opening. Pursuant to Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

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.

DEPARTMENT OF HOMELAND SECURITY'S IMAGE PROGRAM AND E-VERIFY COMPLIANCE

Pasco County is an employer participant in the Department of Homeland Security's Image Program and utilizes E-Verify to ensure its employees are appropriately authorized to work in the United States. As part of its compliance efforts under this program, the County encourages all consultants, contractors (and/or their subcontractors) under contract with or performing work for the County to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with Federal employment eligibility verification requirements as part of its hiring practices. The selected consultant or contractor shall also include this requirement in all its subconsultant contracts involving County work. For those County projects utilizing State of Florida funds, the requirement to comply with E-Verify will be mandatory. The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor and/or its subconsultants be found to be noncompliant with E-Verify as part of a Federal audit or other inquiry, the consultant, contractor, and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the County as a result of such noncompliance.

State Funds Involved N/A (Mark X or N/A if applicable)

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 minimum 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. Pasco County 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.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the 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.

OFFICIAL DOCUMENTS

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.FloridaBidSystem.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any changes, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.FLORIDABIDSYSTEM.COM AT NO COST.**

PAYMENT PROCEDURES

Pasco County 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 Pasco County 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; Board Records Department, 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 Paula S. O'Neil, Clerk and Comptroller, and forward payment to the Board Records Department 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 Pasco County approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Pasco County 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 the specified work. Only one (1) lump-sum payment will be made. NO progress or partial payments will be authorized.

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.

PUBLIC INFORMATION

Upon public opening of bids or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public record and will be made available in accordance with Florida Law.

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.

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.

VENDORS LIST

Vendors must visit www.FloridaBidSystem.com to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for Pasco County as well as other participating agencies throughout Florida.

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.

TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. 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

**SPECIFICATIONS
FOR PCSO DETENTION CENTER – LAND O’ LAKES
SHERIFF’S OFFICE KITCHEN EQUIPMENT**

1.0 GENERAL

1.1 SCOPE

It is the intent of these specifications to award a contract for the purchase of kitchen equipment for the Sheriff’s Office at the Pasco County Sheriff Office Detention Center located in Land O’ Lakes. Equipment is to include an electric fully jacketed kettle and reach-in hot food holding cabinets. The delivery must be coordinated with the Facilities Management Department.

2.0 PRE-BID SITE VISIT

The point of contact for this purchase is Jesse Bednarik, Facilities Management office, 9930 Land O’ Lakes Boulevard, Land O’ Lakes, Florida, telephone (813) 235-6091.

3.0 SPECIAL REQUIREMENTS

- 3.1 Preferred equipment shall be a Vulcan Model ET100 Fully Jacketed Stationary Kettle or equal, electric, 100-gallon capacity, stainless steel spring assisted cover, 2” plug draw-off valve with perforated strainer, graduated measuring rod, faucet bracket, stainless steel construction, flanged feet.
- 3.2 Equipment to include a FJK-PPS Full Jacketed Kettle Standard Security Package, including security fasteners and tack welds, controls protected by lockable cover, and flanged feet.
 - 3.2.1 One (1) year limited parts and labor warranty
 - 3.2.2 480 volt, 50/60hz, 3 Phase
- 3.3 Preferred equipment shall be a Traulsen Model No. RHF332W-FHS “W-Width” or equal, Reach-In Hot Food Holding Cabinets, three-section, stainless steel exterior and interior, standard depth cabinet, full-height door or doors with Santoprene® EZ-Clean gaskets with INTELA-TRAUL™, 208/115v/60/1ph, 15.5 amps.
 - 3.3.1 Three (3) year service/labor warranty
 - 3.3.2 Left door hinged left/center and right doors hinged right
 - 3.3.3 Prison/Correctional Facilities Option Package

- 3.4 Equipment must include all freight and delivery charges to Pasco County Detention Center.

Address for delivery: 20101 Central Boulevard, Land O' Lakes, Florida, 34637.

4.0 WARRANTIES

- 4.1 Equipment and parts warranties shall be the standard, published warranties on the manufacturer's letterhead. All warranty items shall be full term, not pro-rated for the partial year in which the repair is made.
- 4.2 All work shall be guaranteed by Contractor for a minimum period of one year from the date of the repair.

END OF SPECIFICATIONS

BID FORM

Business Name: _____

Item No.	Quantity	Description	Unit Price	Total
1.	1	Vulcan Electric Fully Jacketed Kettle-Model ET100 or equal, as specified	_____	_____
2.	1	Traulsen "W-Width" Reach-In Hot Food Holding Cabinets-Model RHF332W-FHS or equal, as specified	_____	_____

Item No. 1

Manufacturer: _____

Model: _____ Year: _____

Warranty: _____

Delivery _____ Calendar Days After Receipt of Order.

Item No. 2

Manufacturer: _____

Model: _____ Year: _____

Warranty: _____

Delivery _____ Calendar Days after Receipt of Order.

"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."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

(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: _____, _____