

RESOLUTION NO. 09-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING EXPENDITURES TOTALING \$41,986.58 FOR MORNING PRIDE, NFPA COMPLIANT, firefighter PERSONAL PROTECTIVE ENSEMBLES FROM FISHER SCIENTIFIC COMPANY, LLC BASED UPON ORANGE COUNTY CONTRACT #Y7-1080A AND CITY CODE OF ORDINANCES SECTION 2-797(3); PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

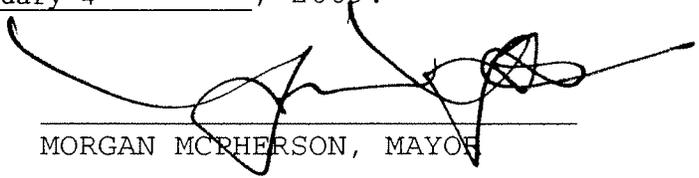
Section 1: That the purchase from Fisher Scientific Company, LLC of Morning Pride, NFPA compliant, Firefighter personal protective ensembles based upon Orange County contract #Y7-1080A, and pursuant to City code of ordinances section 2-797(3) in an amount not to exceed \$41,986.58 is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of February, 2009.

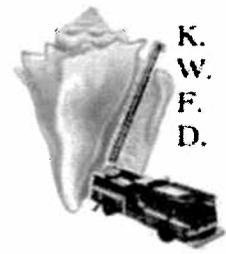
Authenticated by the presiding officer and Clerk of the Commission on February 4, 2009.

Filed with the Clerk February 4, 2009.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

To: Jim Scholl, City Manager
From: Mike Karash, Div. Chief, KWFD
Date: 1/7/2009
Reference: Firefighter PPE, Fisher Scientific Executive Summary

PROJECT

The department proposes to purchase NFPA compliant Firefighter personal protective equipment from Fisher Scientific utilizing existing purchasing contract with Orange County Florida pursuant to City Code 2 - 797 (3), Exceptions. During the budget process \$42,000.00 was allocated for this purchase from Operating (52). List price would have been \$95,547.41 (\$3,582.58 X 26.67), a discount of \$53,560.83 (2008.28 X 26.67) is provided through the contract. \$41,986.58 is requested for the purchase (26.67 @ \$1,574.30).

The Department proposes the purchase utilizing Fisher Scientific for the following reasons:

- The purchases can be made utilizing an existing contract with Orange County Florida, as authorized on pg 21 item 16, through Fisher Scientific.
The Morning Pride Firefighter personal protective equipment (PPE) has been our standard for many years. Maintaining this standard will allow us to continue to replace only those portions of the ensemble that are necessary as they are designed as an integrated unit. The PPE also has a defined service life that we must recognize in a program of replacement.
An informal survey confirms that this is the best pricing for the type and quality of the PPE we require.

OPTIONS:

- Purchase the equipment as planned and budgeted.
Do not purchase the equipment.

ADVANTAGES:

- The Firefighter PPE is essential to safely operate at Fire and emergency scenes.

DISADVANTAGES:

- No disadvantages are apparent.

FINANCIAL IMPACT:

- Funds are budgeted in the Fire Department operational account (52) approved FY 08-09 budget.

RECOMMENDATION:

The Key West Fire Department strongly recommends the purchases.

Key to the Caribbean - average yearly temperature 77 ° Fahrenheit.

KEY WEST FIRE DEPARTMENT

F I S H E R S C I E N T I F I C
Q U O T A T I O N

JANUARY 16, 2009

PAGE: 1

KEY WEST FIRE DEPARTMENT
FIRE STATION 1
1600 NORTH ROOSEVELT BLVD
KEY WEST FL 33040

FISHER SCIENTIFIC COMPANY LLC
3970 JOHNS CREEK COURT
SUITE 500
SUWANEE GA 30024
(800) 226-4732

CUST REF NBR BUNKER GEAR

ACCOUNT NBR: 815301-001
QUOTE NBR: 9016-7276-13
TERMS: NET 30 DAYS
DUE DATE:

REQUESTOR: MIKE KARASH
PHONE: 3052928175
FOB: DESTINATION
AUTHORIZED BY: CARTER HALL

*** PRICES ARE FIRM THRU 02/15/09 ***
PLEASE REFER TO THE QUOTE NBR ON ALL CORRESPONDENCE
THANK YOU FOR YOUR INTEREST IN FISHER SCIENTIFIC COMPANY LLC
SAFETY REP: CARTER HALL

NBR	QTY	UN	CATALOG NBR	DESCRIPTION	UNIT PRC	EXTD PRC
1	1	EA	NC9727336	BPR-25I2 TAILS GOLDEN BROWN OPEN MARKET		2,111.36
2	1	EA	NC9727337	BPR-12I2 PANTS GOLDEN BROWN OPEN MARKET		1,471.22
				MERCHANDISE TOTAL		3,582.58
				DISCOUNT OF \$2008.28 IN ACCORDANCE WITH ORANGE COUNTY CONTRACT 1FB#Y7-108A-JS LOT 50		



PURCHASING AND CONTRACTS DIVISION
JOHNNY M. RICHARDSON, CPPO, CFCM, Manager
400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393
407-836-5635 • FAX 407-836-5899 • <http://www.onetgov.net>

TERM CONTRACT NO. Y7-1080A
FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT
Lots 8, 9, 15, 19, 25, 43, 49, 50, 56, 59, 64, 65, 66, 67, 72, 74, 75 and 76

TO: Fisher Scientific Company, L.L.C.
2000 Park Lane
Pittsburg, PA 15275

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y7-1080-JS, Fire Rescue and Hazmat Supplies and Equipment - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **September 21, 2007**, and shall remain in effect through **September 20, 2010**. The estimated contract award for this period is \$4,592,000.00.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Purchasing and Contracts Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. **Ordering against Contract:**
- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. **Taxes:**

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

5. **Invoicing:**

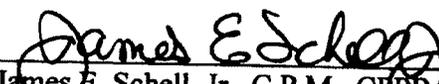
- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Fire Rescue Department
Financial Services Division
P.O. Box 5879
Winter Park, FL 32793-5879
Phone (407) 836-9871

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bid.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY 
James E. Schell, Jr., C.P.M., CRPB
Purchasing and Contracts Division

DATE 9-21-2007

June 27, 2007

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
IFB #Y7-1080-JS
FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT

ADDENDUM NUMBER 1:

- a. The following lots are hereby deleted from the Bid Proposal Form:
1, 2, 3, 7, 11, 13, 14, 17, 20, 21, 22, 24, 32, 33, 34, 35, 36, 46, 48, 57, 60, 62, 77, and 79.
- b. An Invitation for Bids will be issued at a future date for the solicitation of the deleted lots.

All other specifications, terms and conditions remain unchanged.

ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder/proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid or proposal.
- b. Receipt acknowledged by:

Michael A. Vumma
Authorized Signer

7/16/07
Date Signed

MANAGER BIDS & QUOTES
Title

FISHER SCIENTIFIC COMPANY, L.L.C.
Name of Bidder/Proposer

Issue Date: June 22, 2007

INVITATION FOR BIDS #Y7-1080-JS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, is accepting sealed bids for:

**FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT
TERM CONTRACT**

Sealed bid offers in an **original** and **two (2) copies** for furnishing the above will be accepted up to **2:00 PM** (local time), **Tuesday, July 17, 2007**, in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Purchasing and Contracts Division at the above address. Copies may also be requested by phoning (407) 836-5635 or faxing a request to (407) 836-5899.

NOTE: Bid documents are now available for downloading from the Internet at orangecountyfl.net. Documents may also be received by fax from the County's FaxBack System by phoning (407) 836-0020.

Johnny M. Richardson, CPPO, CACM
Manager, Purchasing and Contracts Division

NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is James E. Schell, Jr., Senior Purchasing Agent at (407) 836-5410.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and bid forms. The bid proposal page(s), and all forms listed on the bid proposal page(s) shall be completed, signed, and sealed in an envelope **bearing the bid number** on the outside and mailed or presented to the Purchasing and Contracts Division on or before the specified time and date. Failure to comply with the preceding requirements shall result in the rejection of the bid.

Bids submitted by telephone or telegram shall not be accepted. Also, faxed bids are not acceptable. Faxed bids shall be rejected as non-responsive **regardless of where the fax is received.**

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing and Contracts Division. All bids, proposals or quotations, unless otherwise specified, must be delivered to the following address not later than the time and date specified in the solicitation:

Purchasing and Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, ten (10) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Purchasing and Contracts Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

2. PRICE/DELIVERY

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by Orange County after the Manager, Purchasing and Contracts Division or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the bidder’s delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the awarded bidder will be required to compensate the County for the difference in price paid for the alternate product. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

3. FEDERAL AND STATE TAX

Orange County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Purchasing and Contracts Division will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any vendor/contractor be authorized to use the County’s Tax Exemption Number in securing such materials.

4. ACCEPTANCE/REJECTION/CANCELLATION

Orange County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. Orange County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County’s opinion, is not in a position to perform properly under this award. Orange County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Orange County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

Orange County reserves the right, and the Manager of Purchasing and Contracts Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made solely by Orange County and such determination shall be final and binding upon all bidders. Orange County reserves the right to request and review additional information to make such a determination.

Although Orange County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing **prior** to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an addendum to the IFB. Any goods or services that are not in compliance with the specifications will not be accepted.

6. NO BID

Where more than one item is listed, any items not bid upon must be indicated "NO BID".

7. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches. Should the awarded bidder permanently or temporarily hire any County employee who is, or has been, directly involved with the bidder prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

8. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

1. Vendors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

9. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Orange County for any terms and conditions not specifically stated in this Invitation for Bid.

10. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

11. AVAILABILITY OF FUNDS

The obligations of Orange County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners, or other specified funding source for this procurement.

12. EEO STATEMENT

Orange County is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

13. BID TABULATION AND RESULTS

Bid tabulations shall be available upon written request ten (10) days after opening. Requests may be faxed to (407) 836-5899. Bid opening results will be available on the Bid Hotline (407) 836-0011 the day following the bid opening.

14. BID FORMS

All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

15. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this invitation for bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects which in Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

16. RECIPROCAL IN-STATE PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a County other than Orange County, and such County grants a bid preference for purchases to a bidder whose principal place of business is in such County, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the County in which the lowest responsive and responsible bidder has its principal place of business.

17. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Purchasing and Contracts Division prior to submission through the appropriate approval process and will remain posted for a period of five full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day period shall constitute a waiver of bid protest proceedings. Additional information relative to lobbying and protests can be found at <http://www.orangecountyfl.net/cmsdocs/govern/lobbyist/lobbyingord.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful bidder. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

18. BID AND RELATED COSTS

By submission of a bid, the bidder agrees that all costs associated with the preparation of his/her will be the sole responsibility of the bidder. The bidder also agrees that the County bears no responsibility for any costs associated with the preparation of the bid and/or any administrative or judicial proceedings resulting from the solicitation process.

19. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

20. PUBLIC ENTITY CRIME

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 with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

21. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form, attached hereto, must be submitted prior to award of the bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid. Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.**

22. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

23. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

24. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PURCHASING & CONTRACTS DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

Bids received in the PURCHASING AND CONTRACTS DIVISION after the time and date specified, due to failure to identify the envelope with the above information shall be rejected.

25. COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

26. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bids and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

27. VENDOR ASSISTANCE WITH SPECIFICATIONS

Any prospective bidder which assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

28. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.

29. PATENTS AND ROYALTIES

Unless otherwise provided, the bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

30. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

Provided, however, if the contract between the County and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the County, shall be limited to an obligation to indemnify or hold harmless the County, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

31. CLARIFICATIONS

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Purchasing and Contracts Division, at the phone number on the bid cover sheet or by fax at (407) 836-5899 or by mail **prior** to bid opening, should clarification be required. It is recommended such requests for clarifications from the County be faxed.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

32. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

33. SUCCESSORS AND ASSIGNS

The County and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the vendor.

34. PRICING/AUDIT

The awarded contractor shall establish and maintain a reasonable accounting system, which enables ready identification of contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

35. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the contractor remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The bidder will submit the following information with his bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the reference sheets on pages 25 and 26.
- B. List of personnel who will be responsible for servicing the Orange County account to include telephone numbers, pager numbers and cell telephone numbers.
- C. Bidders, other than manufacturers, shall be factory authorized distributors and/or repair facilities and submit a letter from the manufacturer being bid stating same.

Failure to submit the above requested information may be cause for rejection of your bid.

2. MANUFACTURERS

The manufacturers listed in this bid are the only manufacturers that will be considered. Do not offer alternate manufacturers as they will not be considered for contract award.

3. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded vendor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Manager, Purchasing and Contracts Division or his/her designee.

4. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award, whichever is earlier. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw his bid or provide a written extension of his bid.

5. AWARD

Award shall be made on a lot-by-lot basis. Award shall be made to the responsive and responsible bidder who submits the highest discount from the manufacturers most recent published price list, as submitted with the bid, for each lot.

6. F.O.B. POINT

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within Orange County.

7. DELIVERY

Delivery time is of the essence in the award of this Invitation for Bids. The delivery requirements for each manufacturer (lot) are indicated on the Bid Proposal Form. Bids submitted which fail to meet these requirements shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

8. TERMINATION

A. Termination for Default:

The County may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the (vendor/contractor/consultant) through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the vendor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the vendor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

10. PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Orange County Fire Rescue Department
Financial Services Division
P. O. Box 5879
Winter Park, FL 32793-5879
Phone (407) 836-9871

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

11. EQUIPMENT/SERVICE

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.
- B. All equipment must be new, or current manufacturer in production at the time of bid opening and carry standard warranties. The awarded vendor must service all equipment prior to delivery.
- C. Bid proposals will be considered only on equipment which can, on short notice, be serviced and maintained by the successful bidder. At the time of bid opening, the bidder must be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this bid solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The bidder must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.
- D. Bidder must indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Proposal Page.

12. WARRANTY

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The vendor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

13. MANUALS

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Operation Manual	2 copies
Parts Manual	2 copies
Repair Manual	2 copies

14. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bid shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery (purchase) orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the vendor for a lower unit price which will be incorporated into the contract. Failure of the contractor to agree to a reduced unit price may result in the termination of the contract and resolicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the vendor within the time specified in the order. The contract shall govern the vendor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract's performance period.

15. PRICE LISTS

The price of all items on this bid, except labor, will be based upon the discount from a price list(s). Bidders must submit one hard copy price list and the same price list on a 3.5" diskette, or CD, if available as a Word or Excel for Windows file, with their bid.

All price list revisions and any changes to discounts/markups, if permitted by the contract, shall be submitted to the County for review and approval no less than thirty (30) days prior to the requested implementation date. Changes shall become effective only upon written approval of the County.

16. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

17. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed or a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. Vendor/contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

18. REFERENCES

A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all must have knowledge of the project. The reference shall be the owner or a representative of the owner. Consultants or contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the bidder.

19. REPAIRS

Repairs shall be made to equipment using parts from the original equipment manufacturer and shall be accomplished by factory authorized repair technicians.

Repairs to equipment shall be accomplished pursuant to the delivery schedule for repairs as stated in the bid proposal form.

BID PROPOSAL FORM
IFB #Y7-1080-JS

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Proposal Form, inclusive of overhead, profit and any other costs.

Lots 1 through 78 are Percent Discount for Equipment and Parts, most recent published price list.

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
1.	3M	<u>N/A</u>
2.	Abco	<u>N/A</u>
3.	Air Source	<u>N/A</u>
} DELETED PER ADD. 1		
Delivery for Lots 1 through 3 shall be no later than 45 days ARO.		
4.	Ajax	<u>NO BID</u>
5.	Akron	<u>NO BID</u>
6.	Alco-Lite	<u>20%</u>
Delivery for Lots 4 through 6 shall be no later than 60 days ARO		
7.	Allison	<u>N/A</u>
DELETED PER ADD. 1		
8.	Amerex	<u>40%</u>
9.	American Firewear (TOTAL FIRE GROUP/MORNING PAIDE)	<u>35%</u>
Delivery for Lots 7 through 9 shall be no later than 45 days ARO.		
10.	Amkus	<u>NO BID</u>
Delivery for Lot 10 shall be no later than 60 days ARO.		
11.	Anco	<u>N/A</u>
DELETED PER ADD. 1		
Delivery for Lot 11 shall be no later than 45 days ARO.		
12.	Angus	<u>NO BID</u>
Delivery for Lot 12 shall be no later than 60 days ARO.		

FISHER SCIENTIFIC COMPANY, L.L.C.
 Company Name

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
13.	Arrowtech } DELETED PER ADD. 1	<u>N/A</u>
14.	Bendix }	<u>N/A</u>
Delivery for Lots 13 and 14 shall be no later than 45 days ARO.		
15.	Brady Labelizer	<u>22%</u>
Delivery for Lot 15 shall be no later than 30 days ARO.		
16.	Bullard (HEAD PROTECTION ONLY)	<u>35%</u>
17.	Caterpillar DELETED PER ADD. 1	<u>N/A</u>
18.	Circle D	<u>NO BID</u>
19.	CMC	<u>10%</u>
20.	Cole-Horsce }	<u>N/A</u>
21.	Cummins } DELETED PER ADD. 1	<u>N/A</u>
22.	Dolphin }	<u>N/A</u>
23.	DeWalt	<u>NO BID</u>
24.	Donaldson DELETED PER ADD. 1	<u>N/A</u>
25.	Dupont	<u>40%</u>
26.	Ergodyne	<u>35%</u>
27.	ESS NO MFG. PUBLISHED LIST PRICE AVAILABLE	<u>15%</u>
28.	FD Company Identifiers	<u>NO BID</u>
29.	Fire Comm	<u>NO BID</u>
30.	Fire Hooks Unlimited NO MFG. PUBLISHED LIST PRICE AVAILABLE	<u>10%</u>
31.	Fire Seams	<u>NO BID</u>
32.	Flectguard }	<u>N/A</u>
33.	Fram } DELETED PER ADD. 1	<u>N/A</u>

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
34.	Freightliner	<u>N/A</u>
35.	Gates	<u>N/A</u>
36.	Gunitic	<u>N/A</u>

} DELETED PER ADD. 1

Delivery for Lots 16 through 36 shall be not later than 45 days ARO.

37.	Hale, Category A	<u>NO BID</u>
38.	Hale, Category B	<u>NO BID</u>
39.	Hale, Category C	<u>NO BID</u>
40.	Hale, Category E	<u>NO BID</u>
41.	Hale, Category H	<u>NO BID</u>

Delivery for Lots 37 through 41 shall be no later than 60 days ARO.

42.	Honda	<u>NO BID</u>
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Delivery for Lot 42 shall be no later than 45 days ARO.

43.	Igloo NO MFG. PUBLISHED LIST PRICE AVAILABLE	<u>25%</u>
44.	Just Rite	<u>25%</u>

Delivery for Lots 43 and 44 shall be no later than 30 days ARO.

45.	Kocheck	<u>42%</u>
46.	Lesse Neville DELETED PER ADD. 1	<u>N/A</u>
47.	Mercedes Fire Hose	<u>NO BID</u>
48.	Meritor DELETED PER ADD. 1	<u>N/A</u>
49.	Milwaukee Strap (THIS IS R & B FABRICATIONS)	<u>15%</u>

Delivery for Lots 45 through 49 shall be not later than 45 days ARO.

50.	Morning Pride (TOTAL FIRE GROUP)	CLOTHING = <u>51%</u>
		HELMETS <u>35%</u>

Delivery for Lot 50 shall be no later than 30 days ARO.

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
51.	MTS NO MFG. PUBLISHED LIST PRICE AVAILABLE	<u>COST PLUS 16%</u>
52.	National Foams	<u>15%</u>
53.	Nomex Hoods (AMERICAN FIREWEAR)	<u>35%</u>
54.	Paratech	<u>NO BID</u>
55.	Partner Saws	<u>NO BID</u>
56.	Paulson	<u>50%</u>
57.	Penray DELETED PER ADD. 1	<u>N/A</u>
58.	Priority One	<u>NO BID</u>
59.	ProWarrington (TOTAL FIRE GROUP)	<u>27%</u>
60.	Racor DELETED PER ADD. 1	<u>N/A</u>
61.	Radio Tech	<u>NO BID</u>
62.	Red-Dot DELETED PER ADD. 1	<u>N/A</u>
63.	Red Head	<u>NO BID</u>
64.	Ringer Gloves	<u>35%</u>
65.	Scott Health & Safety	<u>24%</u> ^{CF}
66.	Scott Health & Safety, SCBA	<u>35%</u>
67.	Scott Health & Safety, Thermal Imaging Cameras	<u>8%</u>
68.	Shelby	<u>NO BID</u>
69.	Stearns	<u>0%</u>
70.	Stihl	<u>NO BID</u>
71.	Storz	<u>NO BID</u>
72.	Streamlight	<u>50%</u>
73.	Supervac	<u>NO BID</u>

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
74.	Survivor Flashlights (STREAMLIGHT)	<u>50%</u>
75.	Thermo Electron	<u>5%</u>
76.	Tingley	<u>25%</u>
77.	Trucklite DELETED PER ADD. 1	<u>N/A</u>
78.	True North	<u>NO BID</u>
79.	Webb DELETED PER ADD. 1	<u>N/A</u>
80.	Whelen Products	<u>NO BID</u>
81.	Worden	<u>NO BID</u>
88.	Zico Ziamatic	<u>22%</u>

Delivery for Lots 51 through 88 shall be no later than 45 days ARO.

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be as specified After Receipt of Order (ARO) per Special Terms and Conditions #7.

Inquiries regarding this Invitation for bid may be directed to James E. Schell, Jr., Senior Purchasing Agent, at telephone number (407) 836-5410.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Conflict/Non-Conflict of Interest Form, and current W9.
- B. Descriptive literature or detailed specifications for any equal products proposed.
- C. Completed reference documentation, pages 25 and 26.
- D. Qualifications of Bidders information, per Special Terms and Conditions #1.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: FISHER SCIENTIFIC COMPANY, L.L.C.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: 23-2942737

Address: 2000 PARK LANE PITTSBURGH
(Street No. or P.O. Box Number) (Street Name) (City)
ALLEGHENY PA 15275
(County) (State) (Zip Code)

Contact Person: DIANE ASHE

Phone Number: (321) 231-1842 Fax Number: (407) 251-8191

E-mail Address: cliane.ashe@thermofisher.com

EMERGENCY CONTACT

Emergency Contact Person: DIANE ASHE

Telephone Number: (407) 438-9176 Cell Phone Number: (321) 231-1842

Residence Telephone Number: (407) 438-9176

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign bids, proposals, negotiate and/or sign contracts and related documents to which the bidder will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Telephone Number/E-Mail</u>
MICHAEL A. VERNIER	MGR. BIDS: QUOTES	(412) 490-3368 / safety_quotes@thermo
MIKE BOTET	SALES MGR	(407) 687-9509 / mike.botet@fisher.com
DIANE ASHE	SALES REP	(321) 231-1842 / diane.ashe@thermo

Michael A. Vernier
(Signature) _____ (Date) 7/16/07

MANAGER, BIDS: QUOTES
(Title)

FISHER SCIENTIFIC COMPANY, L.L.C.
(Name of Business)

The bidder/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation L.L.C.

State of Incorporation: DELAWARE

Principal Place of Business (Florida Statute Chapter 607): PITTSBURGH/ALLEGHENY/PA
City/County/State

Federal I.D. or Social Security number is 23-2942737

ACKNOWLEDGEMENT OF ADDENDA

The bidder/proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid or proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. 1, Date 6/27/07 Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

REFERENCES:

List three (3) customers during the past ten (10) years for the goods or services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

1. Owner's Name: OSCEOLA COUNTY FIRE

a. Description of goods or services provided: PPE, AIRPAKS,
FIRE TOOLS: EQUIPMENT

b. Contract Amount: \$500,000+

c. Date services completed: ONGOING

d. Contact CHARLIE WEYEL
Address 707 SAWDUST TRAIL
KISSIMMEE, FL 34744
Telephone Number: (407) 933-5533

2. Owner's Name: BREVARD COUNTY FIRE

a. Description of goods or services provided: BLINKER GEAR:
OTHER PPE

b. Contract Amount: \$500,000+

c. Date services completed: ONGOING

d. Contact DEBBIE LAMBERT
Address 902 AIRPORT ROAD
MERRITT ISLAND, FL 32952
Telephone Number: (321) 455-1359

3. Owner's Name: ORLANDO FIRE DEPT.
a. Description of goods or services provided: PPE, GEAR,
AIRPAKS, RESCUE TOOLS
b. Contract Amount: \$300,000+
c. Date services completed: ONGOING
d. Contact CHIEF MARK OAKES
Address 400 S ORANGE AVE
ORLANDO, FL 32801
Telephone Number: (407) 246-3888

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that FISHER SCIENTIFIC COMPANY, L.L.C. does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.


Bidder's Signature

7/16/07
Date

SCHEDULE OF SUBCONTRACTING
IFB NO. Y7-1080-JS

As specified in Section 22 of this document, bidders are to present the details of subcontractor participation.

NAME OF SUBCONTRACTOR	ADDRESS	TYPE OF WORK TO BE PERFORMED
N/A		

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

FISHER SCIENTIFIC COMPANY, L.L.C.
COMPANY NAME

Michael A. Vernier
AUTHORIZED SIGNATURE

MICHAEL A. VERNIER
NAME (PRINT OR TYPE)

MANAGER, BIDS ' QUOTES
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.