



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

8919 GOVERNMENT DRIVE

NEW PORT RICHEY, FLORIDA 34654

TELEPHONE: (727) 847-8194

FACSIMILE: (727) 847-8065

pascocountyfl.net

INVITATION FOR BIDS

BID NO. 08-047F

ROOF REPLACEMENT

SUMMARY OF WORK

It is the intent of this solicitation to contract with a company for the replacement of a section of the existing flat roof and standing seamed roof at the Pasco County Sheriff's Office located at 20101 Central Boulevard, Land O' Lakes, Florida.

The Pasco County Purchasing Department will receive sealed bids until 2:00 p.m., local time (our clock), on January 23, 2008, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bids will be publicly opened and read at the above-stated time and date. All interested parties are invited to attend. Bidders shall submit one (1) original bid form.

A prebid conference will be held at 10:00 a.m. in the front lobby of the Land O' Lakes Detention Center located at 20101 Central Boulevard, Land O' Lakes, Florida, on January 16, 2008. All interested parties are strongly encouraged to attend. The purpose of the prebid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements contained in the issued bid documents.

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

Please immediately advise of address changes or if you wish to have your firm removed from the vendor list. Vendors receiving this notice must submit either a bid/proposal or "NO BID" to remain on our vendor list for the specified commodity or service. A "NO BID" is provided on Page 2 for your convenience.

This cover is only intended to inform vendors of a pending Invitation for Bid or Request for Proposal. For complete details, please refer to the complete bid/proposal package.

Bid documents may be downloaded by visiting www.PascoCountyFL.net or by requesting copies from the Purchasing Department at no cost. Pasco County is not responsible for expenses incurred prior to award by the Board of County Commissioners (BCC).

Frank C. Aleskwiz
Buyer



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

STATEMENT OF NO BID

We, the undersigned, have declined to submit a bid response to Invitation for Bid No. 08-047F for the following reason(s):

Please check all that apply.

1. Opening date does not allow sufficient time to complete bid response.
2. We do not offer the commodities or services requested.
3. Our schedule would not permit us to perform.
4. We are unable to meet the issued specification.
5. Specifications are restrictive (please explain below).
6. We are unable to meet the surety requirements.
7. Other: _____

Explanations: _____

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity.

Name: _____

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Fed. ID No.: _____

IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID

GENERAL PROVISIONS

These general terms and conditions of the bid quotation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.

ADDITIONAL INFORMATION

Questions concerning the contract or technical portions of the bid document must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; facsimile (fax) machine number (727) 847-8065. Bidders are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for bid opening.

ALTERNATIVE BIDS

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If the said bidder should submit more than one (1) price on any item (or service), ALL prices will be rejected for that item. The bidders offering service delivery methods other than those permitted by the scope of work or specifications may submit a separate envelope clearly marked "Alternative Bid." Alternative bids will be deemed nonresponsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work or specifications to include the alternative method, or the alternative method may be considered for future requirements of Pasco County.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD

Consideration for award will be by proximity to specifications given, costs, and time of delivery. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Bid award, in addition to the above stated, will be based on compliance with the specified requirements as well as the "total-cost" or "life-cycle costing" concept, including the following: 1) Cost: A cost analysis will be conducted and will include all identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment. The analysis will be based upon the bidder's proposal data and other costs which, in the judgment of the evaluators, will be incurred by Pasco County resulting from acceptance of the bidder's proposal; 2) Equipment: Evaluation of equipment will be based on compliance with the specifications, expected life of equipment, output, maintenance, consumption, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of the specified item; and 3) Bidder's Reputation and Experience: Evaluation of the bidder's reputation, past performance, and experience shall be based on the nature and extent of company data furnished, references and financial responsibility of the bidder.

BID ACCEPTANCE PERIOD

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

BID CLARIFICATIONS

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

BIDDER CERTIFICATION

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

BIDDER INVESTIGATIONS

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

BIDDERS' LIST

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

BID ENVELOPES

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

BID FORM SUBMISSION

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

BID RECEIPT AND OPENING

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

BID WITHDRAWAL

Bids may not be changed after the bid closing time.

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

BRAND NAMES

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

CANCELLATION

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

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or

purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The BCC reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

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 USC 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.

PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

The BCC has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that vendors providing goods and/or services to the BCC receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of One and 20/100 Dollars (\$1.20). Please make your check payable to Jed Pittman, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after BCC approval.

2. Check may be picked up in Dade City. The vendor must pick up the check the day after BCC approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

Payment for construction services will be in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act).

PROCUREMENT REGULATIONS

A copy of the Pasco County Procurement Ordinance is available for review at Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida.

PUBLIC INFORMATION

Upon public opening of all bids or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the

contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

TABULATIONS

Solicitation results, plan holder lists, and related information may be retrieved from our website: www.PascoCountyFL.net. Click on "Bids," click on "closed solicitations," and look for the solicitation number in the appropriate year. Solicitation results will normally be available online within three (3) working days after opening. Lengthy tabulations may not be available online,

but may be viewed in the Purchasing Department. Plan holder lists will normally be available two (2) weeks prior to opening. Plan holder lists will be posted once, based on the information at the time, and will not be updated. Tabulations will not be given over the telephone or via fax.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

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

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

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any

notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County BCC shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

PUBLISHED PRODUCT SPECIFICATIONS

The bidder must submit a copy of the manufacturer's published and advertised specifications for the offered products(s). Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the bid(s)-in-question may be rejected. The County's inability to verify responsiveness may result in a determination of nonresponsiveness.

TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. Land O' Lakes, Florida. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

END OF SPECIAL PROVISIONS

ROOF REPLACEMENT LAND O' LAKES DETENTION CENTER SPECIFICATIONS

1.0 SCOPE

It is the intent of these specifications to award a contract for replacement of an approximately 48,753-square foot section of the existing flat roof and standing seamed roof at Location No. 353, Pasco County Sheriff's Office, Land O' Lakes Detention Center, 20101 Central Boulevard, Land O' Lakes, Florida. All work shall be performed according to the material manufacturer's recommendations by a licensed contractor and in accordance with these specifications. The work shall include, but not be limited to, all labor, materials, permitting (at the contractors expense), accessories, supplies, tools, equipment, freight, delivery, handling, disposal off-site daily, and supervision required to replace the roofing system complete and ready for immediate and continuous use. The work may require weekend or evening hours to complete.

2.0 SUBMITTALS

2.1 Submittals required with the bids:

2.1.1 Proof of prior experience of at least five (5) similar projects comparable in size, as evidenced by a report providing the project names, telephone numbers, and contact persons representing the project owners.

2.1.2 The contractor shall be licensed in the State of Florida.

2.2 Submittals required after award of the contract:

2.2.1 Submit a copy of job-related detailed drawings, including flashings, roof edges, terminations, expansion joints, drains, and any other relevant details.

2.2.2 Submit a copy of the manufacturer's installation instructions.

3.0 SPECIAL REQUIREMENTS

3.1 A background investigation will be conducted by the Pasco County Sheriff's Office on all workers entering the jail or detention center. At least one (1) week prior to the start of work, the contractor will be required to present on the contractor's letterhead the full legal names, Social Security numbers, races, sexes, and dates of birth for all workers. Tools and equipment must be checked through the Pasco County Sheriff's Office personnel upon leaving the facility each day.

3.2 Protect the building and contents from inclement weather at all times throughout the contract.

- 3.3 Protect surrounding materials and persons from damage or injury resulting from the roof work. Repair or replace defaced or disfigured finishes caused by roofing work.
- 3.4 Comply with State and local codes and requirements for debris removal and disposal. The existing dumpsters on the property shall not be used.
- 3.5 Maintain strict control over the work area, materials, and equipment at all times.
- 4.0 PREPARATION FOR DELIVERY
- 4.1 Deliver the products in the manufacturer's original containers dry, undamaged, seals and labels intact, and legible.
- 4.2 Store all materials clear of ground and moisture with weather-protective covering. Store-roll goods on end.
- 4.3 Keep all combustible materials away from all ignition sources.
- 5.0 MINIMUM REQUIREMENTS
- 5.1 Provide all necessary labor, materials, tools, equipment, and supervision to remove, dispose off-site on a daily basis, and replace existing roofing materials.
- 5.2 Any and all bidders shall make it their sole responsibility to visit the sites listed. They are to inspect and verify all conditions. Those conditions include, but are not limited to, the roof structure, decking, dimensions, and extent of work prior to submitting a bid.
- 5.3 Replace any damaged curbing, metal pan, and insulation per the 2004 Florida Building Code and local permit requirements. It is the contractor's responsibility to inspect the roof and estimate the areas to be replaced prior to submitting a bid.
- 5.4 Repair or replace the standing seam roofing on the damaged skylight structure. The color of roofing shall match existing roofing.
- 5.5 Install a Duro-Last Roofing, Inc., systems membrane roof on the flat section of the roof, following the manufacturer's installation recommendations with Duro-Last Roofing, Inc.'s., standard written fifteen (15) year limited warranty at no additional charge.
- 5.6 Install the roofing system to Duro-Last Roofing, Inc.'s, most recent published specifications.
- 5.7 The contractor is to remove debris and large stones from the flat roof surface.
- 5.8 After the flat roofing system is complete, a Duro-Last Quality Assurance Specialist shall inspect the visible details of the roofing system for acceptability for warranty issuance. Any deficiencies shall be corrected by the contractor and made ready for reinspection within (5) working days. Upon acceptance, the warranty shall be promptly issued.

- 5.9 Replace only as much existing roofing as can be covered with the completed roofing system, to the extent approved by the manufacturer, before the end of the day's work or before the onset of inclement weather, if sooner.
- 5.10 Have a Lightening Protection Contractor remove, replace, and inspect all lightening protection systems that will interfere with the installation of the roof.
- 5.11 Schedule the final inspection with the Facilities Management Department personnel, in addition to the final inspection for permitting purposes.

6.0 SPECIAL REQUIREMENTS FOR DURO-LAST ROOFING

6.1 **GENERAL**

6.1.1 **Scope**

- 6.1.1.1. Set up for reroofing operation as approved by the contractor.
- 6.1.1.2. The contractor shall remove all existing roofing, insulation, and any damaged decking.
- 6.1.1.3. Replace all damaged decking. Fasten all deck in accordance with all State and local codes.
- 6.1.1.4. The contractor is to furnish and install an R-20 Iso insulation board.
- 6.1.1.5. The contractor to furnish and install crickets between drains.
- 6.1.1.6. The contractor shall furnish and install a white forty (40) mil single-ply membrane roofing system that is fabricated of a weft inserted low-shrink, anti-wicking polyester fabric and has a thermoplastic coating material laminated to both sides as manufactured by Duro-Last Roofing, Inc.
- 6.1.1.7. The contractor shall furnish and install a white forty (40) mil single-ply membrane roofing system that is fabricated of a weft inserted low-shrink, anti-wicking polyester fabric and has a thermoplastic coating material laminated to both sides, as manufactured by Duro-Last Roofing, Inc., to all parapet walls.
- 6.1.1.8. In accordance with Duro-Last Roofing, Inc.'s, specifications, the contractor shall furnish and install a Duro-Last two (2) piece compression metal system with a six (6) inch face. Color is to be determined by the owner.
- 6.1.1.9. In accordance with Duro-Last Roofing, Inc.'s, specifications, the contractor shall furnish and install vinyl coated metal scuppers.
- 6.1.1.10. In accordance with Duro-Last Roofing, Inc.'s, specifications, the contractor shall furnish and install all curbs flashing.

- 6.1.1.11. In accordance with Duro-Last Roofing, Inc.'s, specifications, install one Duro-Last breather vent at a rate of one (1) per every 1,000 square feet of membrane surface.
- 6.1.1.12. The contractor is to HEAT WELD all flashings to the base membrane creating a one (1) piece roof system.
- 6.1.1.13. The contractor is to install the membrane system per the new Florida One Code and Wind Zone Area code.
- 6.1.1.14. The contractor must dispose of all debris in an approved facility in accordance with all local, State, and Federal regulations.
- 6.1.1.15. Written confirmation from Duro-Last Roofing, Inc., that the installer is an authorized dealer/contractor
- 6.1.1.16. **NO SUB-CONTRACTORS SHALL BE ASSIGNED TO THE INSTALLATION OF THE ROOFING MATERIALS.**

6.1.2 **Application**

This specially formulated thermoplastic coated membrane, classified as PVC in this section, consists of a weft inserted polyester scrim (18 X 4, 100 denier), laminated on both sides with a plasticized blend of vinyl and acrylic polymers which allows installation through the use of continuous 3¹/₄-inch securing tabs, factory welded every sixty (60) inches on center (prefabricated). Mechanical fasteners and distribution plates are used through the 3¹/₄-inch tab eliminating the need for ballast.

6.1.3 **Physical Properties**

The single ply membrane shall allow installation at any time of the year and shall provide resistance to ultra-violet rays, superb tear and puncture strength, the ability to be impervious to most caustic chemicals and acids, and show no ill effects to heat or cold.

6.2 **THE GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, AND APPLICABLE PROVISIONS OF DIVISION (1) ARE HEREBY MADE A PART OF THIS SECTION AS FULLY AS IF REPEATED HEREIN.**

6.2.1 **Requirements of Regulatory Agencies**

Membrane and related items shall be classified by Underwriters Laboratories, Inc., as a Class A sheathing material for use in construction of Class A coverings and amendments. (If required, membrane and related items shall be Factory Mutual Research-approved as an assembly.)

6.2.2 **Roofing Contractor's Qualifications**

- 6.2.2.1. The contractor shall submit work history data which shows successful warranted installation experience of the system specified and authorized by the roofing system manufacturer to install the specified manufacturer's materials.
- 6.2.2.2. The contractor shall use adequate amounts of such qualified workmen who are thoroughly trained in the crafts and techniques required to properly install the type of roofing system proposed for use and other work required to complete the work specified and within the specified time.
- 6.2.2.3. The contractor shall have an experienced, prequalified, thoroughly trained superintendent with experience installing the roofing system specified, who is familiar with the requirements of this project, and is on the job at all times when roofing system work is in progress. Training for the superintendent shall include certification of completion of the manufacturer's in-house training course and on-site training.

6.2.3 **Requirements of the Membrane Manufacturer**

- 6.2.3.1. All components of the roofing system shall conform to the current published specifications and details of Duro-Last Roofing, Inc.
- 6.2.3.2. There shall be no deviation made from this specification without prior written approval of Duro-Last Roofing, Inc., and the building owner or his/her duly appointed representative.
- 6.2.3.3. Any other manufacturer proposing to supply material for this project shall (fourteen [14] days prior to bid date) provide financial information regarding their roofing company; i.e., a current D&B report. A manufacturer who has less than \$50,000,000.00 in annual roofing material sales, a net worth of less than \$3,000,000.00, or a history of late payments to creditors will not be permitted to submit their roofing material for use on this project. The manufacturer may be asked to submit an audited document listing the long-term warranty liability commitment of the manufacturer.
- 6.2.3.4. Provide primary flexible sheet factory prefabricated roofing system from a single manufacturer that has successfully manufactured raw materials into specified products for not less than five (5) years. No secondary private labels are acceptable. Provide secondary materials, such as but limited to, insulation, gypsum board, vapor barriers, etc., as recommended and approved by the manufacturer of primary materials.
- 6.2.3.5. Primary and secondary products shall be manufactured in the United States of America by a company owned by citizens of the United States.

6.2.4 **Field Inspection**

- 6.2.4.1. The owner reserves the right to retain, at the owner's expense, an independent inspection service to provide full-time inspection of the roofing system installation. The inspector shall have free access to the work area.
- 6.2.4.2. The contractor shall arrange for Duro-Last Roofing, Inc., to provide inspection of the roofing system installation. Upon completion of the installation, an inspection shall be made by a Quality Assurance Specialist of the membrane manufacturer at no extra charge to the building owner or contractor. The inspection is to ascertain that the visible elements of the roofing system have been installed in accordance with the membrane manufacturer's published specifications and details.

6.2.5 **Defective Work**

Should the installation of the roofing system not be approved by Duro-Last Roofing, Inc.'s, technician, correcting the defective work shall be done by the contractor until the roofing system satisfactorily meets all the specifications and the manufacturer's requirements. Corrective work will be done WITH NO ADDITIONAL EXPENSE TO THE OWNER.

6.2.6 **Guarantees**

- 6.2.6.1. The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the date of acceptance by the membrane manufacturer. Should any leaks covered under the warranty occur during this period, corrective action will be taken by the contractor to repair the roof to the satisfaction of the owner and Duro-Last Roofing, Inc. ALL CORRECTIVE WORK WILL BE DONE AT NO COST TO THE OWNER.
- 6.2.6.2. The warranty shall be full roofing system repair and/or replacement fifteen (15) year warranty covering materials and labor. The warranty shall be a no-dollar limit type and provide for completion of repairs, replacement of membrane, or total replacement of the "roofing system" at the then current material and labor prices throughout the life of the warranty. The warranty shall contain no exclusions for ponded water, biological growth, incidental or consequential damages.
- 6.2.6.3. The warranty shall be issued by the original manufacturer of the roofing membrane. No private label membranes will be accepted.
- 6.2.6.4. No work shall be done on the said roof, including but without limitations, openings made for flues, vents, drains, sign braces, or other equipment fastened to or set on the roof, unless the contractor or membrane manufacturer is notified first. The contractor or membrane manufacturer shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and require such recommendations are complied with. Failure to observe this condition

shall render the warranty null and void. The contractor or membrane manufacturer shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on the said roof.

- 6.2.6.5. Corrective measures on leaks shall be undertaken within seventy-two (72) hours after notification has been received by the contractor or Duro-Last Roofing, Inc., from the owner.

6.2.7 **Weight Requirements**

The total weight of the installed roofing system, including all accessories; i.e., screws, plates, two (2) way breather vents, etc., shall not exceed twenty-seven (27) pounds per square foot. Insulation weight varies according to R-value desired.

6.2.8 **Mechanical Attachment**

- 6.2.8.1. Membrane fastening for buildings with a maximum height of forty (40) feet (12m), securement tabs shall be spaced a maximum of sixty (60) inches (1.45m) on center, and the first tab on the edge of the sheet parallel to the roof edge shall be a maximum of thirty-six (36) inches (.75m). Fastening for buildings that are greater than forty (40) feet (12m), consult Duro-Last Roofing, Inc., for proper fastening.

- 6.2.8.2. The deck membrane shall be fastened with approved fasteners,

- 6.2.8.3. The deck membrane shall be fastened around cut-outs with approved fasteners twelve (12) inches on center or a minimum of one (1) per round penetration, having a diameter of not more than six (6) inches.

6.3 **SUBMITTALS**

6.3.1 **Required Submittals to the Architect/Owner**

- 6.3.1.1. Written confirmation from Duro-Last Roofing, Inc., that the installer is an approved applicator.

- 6.3.1.2. Duro-Last Roofing, Inc.'s, literature on the following items:

- a. Roofing membrane with dielectrically welded seams.
- b. Premanufactured parapet flashings.
- c. Premanufactured pipe flashing.
- d. Urethane sealant.
- e. P.V.C. weldable drip-edge, gravel/water stop, termination bar.

f. Breathable two (2) way vents.

g. Self-leveling pourable sealer.

6.3.1.3. Six (6) inch long samples of the following:

a. Gravel/water stop.

b. Drip edge.

c. Termination Bar.

d. Sample of membrane.

e. Mechanical fasteners.

f. Lap splice sample (factory and field).

g. Roofing insulation.

h. Walkway pad.

6.3.1.4. Copies of shop drawings must be sent to Duro-Last Roofing, Inc.

6.3.1.5. Pullout Tests: Perform pullout tests and submit engineering results of Duro-Last Roofing, Inc.'s, random location pull tests. Duro-Last Roofing, Inc., shall obtain at least one (1) pull resistance test from indicated locations on the drawings. Submit pull test results with drawing indicating the locations of the tests. Engineering results shall demonstrate Duro-Last Roofing, Inc.'s, reasons for selection of anchorage, frequency, and the seaming patterns.

6.3.1.6. Membrane Data: Prior to receipt of bids, the contractor shall submit all forms and other required data to Duro-Last Roofing, Inc., for preapprovals. Advise the architect in writing of any recommendations made or revisions required by Duro-Last Roofing, Inc., to particular job conditions. In the absence of any comments, the owner and/or his representative shall assume Duro-Last Roofing, Inc.'s, most recently published specifications shall be followed.

6.3.1.7. Samples: Submit samples to the architect for approval prior to ordering and delivery so as to not delay progress and completion of the work or final inspection.

6.3.1.8. Provide repair procedures to the owner and/or the owner's representative.

6.3.2 **Required Submittals to the Building Owner**

6.3.2.1. Submit shop drawings for approval. Shop drawings may be required for final inspection of the warranted roof. Shop drawings shall be approved by Duro-Last Roofing, Inc.

- 6.3.2.2. Shop drawings shall include: outline of the roof and roof size, perimeter and penetration details, special details and section layout, location of factory dielectric and field welds, accessory and material list.

6.4 **PRODUCT DELIVERY, STORAGE, AND HANDLING PROCEDURES**

- 6.4.1 Deliver materials in the original unopened packaging.
- 6.4.2 Containers labeled with the manufacturer's name, brand name, and identification of various items.
- 6.4.3 Store materials in a dry area and protect from inclement weather. Damaged materials shall be replaced at the contractor's expense.
- 6.4.4 Do not allow roofing membrane to come in contact or be exposed to any materials that would be detrimental to or cause degradation of the roofing membrane.

6.5 **JOB CONDITIONS**

6.5.1 **Environmental Conditions**

- 6.5.1.1. In making field heat welds, make sure all welding surfaces are clean and free of moisture or foreign items.
- 6.5.1.2. Weather precautions: Proceed with roofing work when existing and forecasted weather conditions permit work performance in compliance with Duro-Last Roofing, Inc.'s, recommendations.
- 6.5.1.3. The roofing system shall not be applied when the surrounding air, surface temperature, relative humidity, or wind velocity is not within the range acceptable under Duro-Last Roofing, Inc.'s, recommendations.

6.5.2 **Protection**

- 6.5.2.1. Prior to starting work, protect all work in an approved manner, including all paving and faces of building walls. Provide special protection of the face of the building wall adjacent to hoist.
- 6.5.2.2. Complete the whole roofing section or any portion of the roof in a single day to avoid exposure to rain, dew, or moisture of any kind. If rain threatens during the day or in an emergency, protect the unfinished exposed roofing components, provide temporary water cut-offs around exposed edges, and incomplete flashing areas.
- 6.5.2.3. All hoisting equipment shall bear on solid pad blocking. If on the roof surface, the pad shall be large enough to evenly distribute the load to avoid crushing insulation and roof system. The pad shall consist of two (2) separate layers of material to eliminate vibration and movement to directly affect the roofing membrane. The pad shall be of sufficient size to accommodate work tools and weights used around hoisting operations.

- 6.5.2.4. Repairs: Clean or repair surfaces damaged or soiled by operations under this contract to the satisfaction of the owner or owner's representative without additional cost to the owner. These would include, but not limited to, windows, doors, floors, walls, stairs, elevators, steps, walks, curbs, lawn areas, or other roofs.

6.6 **PRODUCT**

6.6.1 **Roof Membrane**

- 6.6.1.1. A special formulated, permanent, thermoplastic alloy, bonded to a high tenacity, low shrinkage weft inserted polyester fabric with resistance to ultraviolet rays, microorganisms, and impervious to most caustic.
- 6.6.1.2. The membrane shall be factory welded, prefabricated sheets up to 2,500 square feet, or as determined by job condition.
- 6.6.1.3. The new roofing shall be a prefabricated, mechanically fastened installation (if required, FM requirements), single-ply, reinforced PVC membrane, and forty (40) mils thick.

6.6.2 **Manufacturer**

- 6.6.2.1. The following PVC manufacturer has been approved for this project. No substitutions by secondary, indirect manufacturers will be allowed:

Duro-Last Roofing, Inc.
525 Morley Drive
Saginaw, MI 48601
(800) 248-0280

- 6.6.2.2. Other manufacturers requesting approval must submit acceptable information certifying that they are the direct manufacturer from raw material into specified membrane, factory prefabricate the membrane into roofing panels, and meet the performance and financial criteria required.
- 6.6.2.3. Fire resistance of PVC roofing system shall meet UL Class A. All packaging of membrane and insulation shall bear UL Class A label.
- 6.6.2.4. The membrane color shall be (white, tan, gray) selected from the manufacturer's samples.

6.7 **MATERIALS**

6.7.1 **Membrane-Related Materials**

- 6.7.1.1. All membrane components, including pipe and curb flashings, must be factory prefabricated from the same fabric reinforced material used for the deck membrane.

- 6.7.1.2. Termination Sealant: Compatible with materials to which the membrane is to be bonded, conforming to Federal Specifications TT-598 and TT-S-00230C as furnished by Duro-Last Roofing, Inc.
- 6.7.1.3. Distribution Plates: Factory Mutual approved stress distribution plates formed from a minimum twenty-four (24) gauge G-90C.Q. steel with a galvalume coating for insulation attachment, or twenty (20) gauge G-90-C.Q. steel with galvalume coating or high strength polyblend for membrane attachment.
- 6.7.1.4. Water Cut-Off Mastic: Compatible with materials with which it is used and furnished by the membrane manufacturer.
- 6.7.1.5. Pitch Pocket Sealant: Shall be a single component, self-leveling silicone sealant furnished by Duro-Last Roofing, Inc.
- 6.7.1.6. Fasteners: Compatible with roof deck, as furnished by the membrane manufacturer. Fasteners shall be furnished by Duro-Last Roofing, Inc., and be Duro-Guard coated #14 and must pass 30 cycles in the Kesternich Cabinet, DIN #50018-2 Liter. The FM-approved fastener is inserted through the hole in the distribution plate and properly secured to the roof deck.
- 6.7.1.7. Breather Vents: Two (2) way vents with factory-attached skirt shall be installed at a density of one (1) per 1,000 square feet of roof deck area and in accordance with Duro-Last Roofing, Inc.'s, specifications. The vents shall be furnished by Duro-Last Roofing, Inc.
- 6.7.1.8. Terminations/Edge Details: Shall be manufactured from rigid exterior vinyl with slotted holes for securement and furnished by the membrane manufacturer. All other terminations/edge details must be approved and warranted by Duro-Last Roofing, Inc.
- 6.7.1.9. Walkway Pads: Provide Duro-Last Roofing, Inc.'s, walkway pads made from the roofing membrane material and to be installed in strict compliance with the manufacturer's recommendations. The pads shall be nonskid, maintenance free, and restrained to remain in position. The pad installation minimum configuration is shown on the drawings. Walkway pads shall be a contrasting color to the roof membrane. The owner and/or owner's representative shall choose from Duro-Last Roofing, Inc.'s, samples.

6.7.2 **Insulation**

- 6.7.2.1. The board insulation shall be a minimum of 1/2-inch thick, fiberglass, or polyisocyanurate.
- 6.7.2.2. Extruded polystyrene (EXPS) insulation and expanded polystyrene (EPS) shall be installed with a separator sheet and shall meet the following requirements.

- a. Thickness: One (1) inch minimum.
- b. Density: 1¹/₂ pounds per cubic foot.
- c. Absorption by volume: Less than 2.5 percent as measured by ASTM C2272.

6.7.2.3. If reroofing with no tear-off is required, the minimum underlayment shall be:

- a. ³/₈-inch thick extruded polystyrene with approved polyethylene or polypropylene facer.
- b. ¹/₂-inch thick expanded polystyrene with approved polyethylene or polypropylene facer.

6.7.3 **Tapered Crickets (where required)**

Crickets shall be formed of tapered material having the same requirements and characteristics as listed in the preceding paragraph.

6.7.4 **Roofing Nails**

The nails shall be the galvanized "stronghold" type (for use on parapet walls and wood nailers).

6.7.5 **Nailers and Blocking**

6.7.5.1. Where required, nailers and wood blocking shall be S4S 1500 fc construction grade Douglas fir conforming to standard fifteen (15) grading and dressing rules of the West Coast Lumber Inspection Bureau, or other species of wood of equal strength. All lumber shall be grade marked at the mill.

6.7.5.2. All lumber shall be pressure treated by a method approved by the roofing membrane manufacturer: "Wolmanized" or "Osiose K-33" is acceptable.

6.7.5.3. Nailers shall be securely anchored to the deck to resist the minimum force required in Loss Prevention Data Sheet I-49, "Perimeter Flashing," Factory Mutual Systems, June, 1985. The thickness of the nailer shall be such that the top of the nailer is flush with the surface to which the membrane is to be applied.

6.7.6 **Accessories**

The primary accessories shall be factory prefabricated or manufactured by or under the direction of Duro-Last Roofing, Inc. All others shall be furnished and approved by the Duro-Last Roofing, Inc.

6.8 EXECUTION

6.8.1 Substrate Inspection

- 6.8.1.1. Inspect all surfaces to receive roofing for any condition that will adversely affect execution, performance, or quality of work.
- 6.8.1.2. All roof surfaces and all sloped surfaces to drains and outlets shall be checked and approved by the roofing contractor prior to the start of the roofing work.
- 6.8.1.3. Install roofing material only under satisfactory conditions, as specified by Duro-Last Roofing, Inc.
- 6.8.1.4. Scheduling: Schedule the roofing work in areas and sections in such a manner as to keep the new and existing insulation, roofing materials, and building absolutely dry and watertight during new roofing work.
- 6.8.1.5. Any damage sustained to the facility or contents as a result of improper scheduling of roofing work shall be the contractor's responsibility.

6.8.2 Surface Preparation

The contractor's proposal shall include all costs for the removal of wet or damaged existing roofing insulation and replacement, as required; repair of blisters; existing flashings; expansion and control joint covers; and repair or replacement of required treated wood nailers or blocking.

- 6.8.2.1. The total extent of the preparation shall include the above and comply with the Duro-Last Roofing, Inc.'s, recommendations.
- 6.8.2.2. Mechanically secure separation material units to the roofing deck independent of the membrane attachment and cover immediately with the membrane. Butt units tightly together, limiting joint separation to $\frac{1}{8}$ -inch, maximum. Meet attachment pattern requirements of Duro-Last Roofing, Inc.

6.9 GENERAL REQUIREMENTS

6.9.1 Precautions

- 6.9.1.1. Do not lay out or expose any insulation on the deck that cannot be covered by the membrane on the same day.
- 6.9.1.2. In making all field heat welds, make sure all edges are clean and free of tar, mastic, or other foreign items.
- 6.9.1.3. Do not expose membrane and accessories to a constant temperature in excess of 110 degrees Fahrenheit.

- 6.9.1.4. Sealants and adhesives should be applied according to the manufacturer's specifications, and all containers shall be disposed of properly.
- 6.9.1.5. Start securing the membrane at the highest point and work towards the drains.

6.9.2 **Protection of Roofing Surfaces**

Storing, wheeling, or trucking directly on the roof insulation or membrane surface is not recommended. Smooth, clean plywood or plank walkways, runways, and platforms shall be provided as necessary.

6.10 **INSULATION INSTALLATION**

General

The roof insulation shall be installed with approved fasteners and distribution plates placed according to specification. Insulation board having maximum dimensions of 2 X 4 feet shall require a minimum of two (2) fasteners. Insulation boards having maximum dimensions of 4 X 4 feet shall require a minimum of four (4) fasteners. Insulation boards having maximum dimensions of 4 X 8 feet shall require a minimum of six (6) fasteners. Install the fasteners flush with the top surface of the insulation board. The ends of the insulation boards shall be staggered 50 percent from row to row. Butt each insulation board firmly to the adjacent board. Do not jam insulation boards or allow cracks between insulation boards. Cut boards to allow a maximum $\frac{1}{4}$ -inch gap away from vertical surfaces. The following FM-approved insulations are approved for use with the membrane cover, fiberglass, urethane/OSB composite, polyisocyanurate, or others approved by Duro-Last Roofing, Inc. Contact Duro-Last Roofing, Inc., for specific applications.

6.11 **MEMBRANE INSTALLATION**

6.11.1 **Laying Out**

Select the proper factory- marked rolled sheet of roofing membrane for an outside corner or high point. Orient the roofing membrane so that the three (3) inch wide fastening tabs are perpendicular to the ribs or corrugations of a steel deck or perpendicular to the width of the prestressed concrete "T" slabs, etc. When laying out each tab, pull the membrane tight.

6.11.2 **Roof Sections**

Unfold the first sheet along the edge of roof or parapet wall. Position and fasten first tab with plates and screws according to membrane manufacturer specifications. Unfold roofing sheet to the second $3\frac{1}{4}$ -inch wide fastening tab. Pull the tab tight and secure to the deck, as herein described, maintaining proper plate and screw frequency, squarely placed. Continue unfolding and fastening the roofing membrane until entire sheet is in place. Install the adjacent roofing membrane sheets using the fastening procedure described. Proceed until all sheets are in place, thus forming a monolithic roof cover. Make sure all edges of each sheet of the roofing are fastened

with the same fastener spacing, as tabs are welded to another sheet that is fastened in this manner.

6.11.3 **Field Welding**

All field heat seams of the roofing materials shall be 1¹/₂-inch wide minimum and shall be made with a hot air welder. The hot air welder shall be in such a position so that the outside edge and both pieces of the material will receive an equal amount of heat, all of which will be closely followed by a 1⁵/₈-inch wide roller specially designed for this purpose. Make a hands- and knee-inspection of all field welds with a probe.

6.11.4 **Perimeter Nailing**

The membrane shall be mechanically fastened at all roof perimeters, parapets, curbs, wall, penetrations, etc. in strict accordance with the contract documents and Duro-Last Roofing, Inc.'s, specifications and details.

6.11.5 **Cut-Outs**

Make cut-outs in roofing membrane for protrusions through the roof. Some situations might require that the deck membrane be slit to the section edge for fitting around protrusions. Fasten around cut-outs with approved fasteners, twelve (12) inches on center or a minimum of one (1) per side. The skirts on the factory prefabricated accessories, when welded to the deck, will cover these.

6.11.6 **Stacks**

After the membrane has been attached, select the proper size of the premanufactured round stack for the roof vents and pipes. Drop the stack flashing over the pipe, lay flat to the roof, and heat weld the skirt to the deck membrane. Using the appropriate hand tool, tighten the stainless steel band (or stainless steel screw clamp) around the top of the stack flashing to prevent water penetration, and cut off excess. Using the factory-approved sealant, liberally seal the top of the stack flashing and steel band.

6.11.7 **Custom Curbs/Pitch Pockets**

After securing cut-out as stated, heat weld the bottom of the skirt to the deck membrane. If the square or rectangle penetration has a removable top; i.e., roof hatch, skylight, etc., remove the unit and fold the custom curb flashing over the top, secure, then replace unit. If top is not removable, secure the top of the custom curb flashing with termination bar and seal with factory-approved sealant. Use this same procedure on existing or new pitch pockets.

6.11.8 **Breather Vents**

Install a two (2) way breather vent for every 1,000 square feet of deck area. Factory prefabricated vents with a skirt made from roofing membrane shall be used. For new construction or reroof after tear-off, a 2¹/₂-inch diameter hole cut down through the roofing membrane and insulation facer is required. For recover/nontear-off application, a 2¹/₂-inch diameter hole is to be cut through the roofing membrane and

the facer down to the facer on the existing insulation. Heat weld the skirt to the deck membrane so as to position the two (2) way vent directly over the hole. Careful placement of the breather vents must be observed. DO NOT locate in valleys, next to roof penetrations, scuppers, roof drains, etc. Equally space the vents throughout the roof area. Do not fasten the vent or the skirt to the roof deck. This two (2) way breather vent is designed to vent the roofing system only and not the building to which it is installed.

6.11.9 **Parapet Walls**

Fasten the bottom tab of the prefabricated parapet wall flashing twelve (12) inches on center with the approved fasteners. This fastening sequence will secure both the bottom of the parapet and the edge of the deck membrane. The base skirt should extend approximately six (6) inches onto the roof. This allows for a 1¹/₂-inch wide weld and covering of the fasteners and plates. Heat weld the skirt to deck membrane. On all termination bar applications, start fastening at one (1) end and proceed to the other. This will eliminate buckling of the termination bar. Seal behind the parapet wall material and on top of the termination bar with the factory-approved sealant. If the parapet wall coping is to be covered, extend the covering down two (2) inches on the exterior face of the coping and terminate accordingly.

6.11.10 **Scuppers**

Use of prefabricated custom roof scuppers is required. Terminate the outside of the scupper lining with the termination bar, as specified, and field weld the inside skirting to the membrane. Apply sealant to the underside of the lining and the top of the termination bar.

6.11.11 **Gutter Edge**

6.11.11.1. If the gutter is attached to the building two (2) inches or more below the roof line, extend the deck membrane over the edge and terminate with the termination bar and fasten six (6) inches on center. Apply sealant, as specified.

6.11.11.2. When the gutter is attached to the building level with the roof line, notch the drip edge face around the gutter support brackets and install according to specifications.

6.11.12 **Roof Drains**

6.11.12.1. Secure cut-out made in the deck membrane with four (4) equally spaced fasteners and distribution plates. If the drain is flush with the deck, use a prefabricated drain boot. Apply factory-approved sealant all around the drain approximately twelve (12) inches under the deck membrane and install the expanding snap rings.

6.11.12.2. If the roof drain has a secure clamping ring and strainer, unbolt and remove. Clean and apply the factory-approved sealant under the deck membrane around the drain for use as a water-block seal after cutting the properly sized hole. Secure the clamping ring and strainer to drain the

base over the deck membrane. Seal with the factory-approved sealant between the clamping ring and the roofing membrane.

6.11.13 **Expansion Joints/Valleys**

6.11.13.1. Whenever encompassing an elevated mid-roof expansion joint, a prefabricated expansion joint section must be used. This section shall allow loose layment over the joint and approved fastening on either side. A six (6) inch skirt on both sides will provide coverage of the fasteners and still allow approximately $\frac{1}{2}$ -inch for a heat weld to the deck membrane.

6.11.13.2. Valleys are worked in the same manner. Fasten according to specifications, twelve (12) inches on center, and lap the deck membrane over the fasteners. Heat weld the deck membrane to the valley section.

6.11.14 **Roof Tie-Ins**

6.11.14.1. When terminating the roofing membrane onto an existing roof, care must be taken to stop any water from backing under the new deck membrane.

6.11.14.2. For tie-ins on flat roofs; i.e., wood, concrete, gypsum, Tectum, etc., cut a two (2) inch slot to the substrate or the vapor barrier. Apply the sealant and terminate using the termination bar secured six (6) inches on center with approved fasteners. Fill the slots with urethane foam sealant and level with the roofline.

6.11.14.3. When the tie-in is perpendicular to the flutes of a steel deck, they must be filled level. Terminate according to above the instructions.

6.11.14.4. On tie-ins into shingled pitch roof, secure on flat deck, according to the specifications, twelve (12) inches on center and fold the membrane over the fasteners and up under the shingles. Apply approved sealant for water stop under the membrane and terminate three (3) inches on center with fasteners at a vertical height of no less than twelve (12) inches.

6.12 **CLEAN-UP**

Upon completion of the membrane installation, the contractor shall remove all foreign matter, rubbish, and scrap material from the roof. The membrane surface shall be cleaned using cleaners recommended by the membrane manufacturer.

6.13 **INSPECTION AND WARRANTY**

6.13.1 Inspection: Duro-Last Roofing, Inc.'s, Quality Assurance Technician, architect, and roofing contractor shall conduct all required inspections. Submit all required drawings, details, and completed questionnaires to the roofing manufacturer before obtaining the specified warranty. After an authorized Quality Assurance Technician has inspected the roof for determining acceptability for warranty issuance, any deficiencies on the final inspection report shall be corrected by the contractor/applicator and be made ready for reinspection within five (5) working days.

6.13.2 Warranty: Upon receipt of the required materials, certifying inspection, and acceptance of the roofing system by Duro-Last Roofing, Inc., the warranty shall be duly executed and issued to the owner.

6.14 **REPAIRS**

Future repairs or additions to the roofing system shall be made using the heat welding process. Adhesive bonded or butyl tape repairs shall not be allowed for the life of the roof. Provide repair procedures to the owner and/or owner's representative.

6.15 **CONSTRUCTION DAMAGE**

Upon completion of work, repair or replace, as required, all building materials damaged as a result of the roofing operations. Match the existing materials as close as possible. The owner and/or owner's representative will be involved in the selection of matching materials.

7.0 WARRANTY

7.1 The contractor shall issue a five (5) year warranty on materials and workmanship in addition to standard, published warranties provided by the material manufacturer.

7.2 After the flat roofing system is complete, a Duro-Last Roofing, Inc., Quality Assurance Specialist shall inspect the visible details of the roofing system for acceptability for warranty issuance. Any deficiencies shall be corrected by the contractor and made ready for reinspection within (5) working days. Upon acceptance, the warranty shall be promptly issued. The manufacturer's warranty provided must contain comparable or better terms than the sample warranty attached.

END OF SPECIFICATIONS

BID FORM

Business Name: _____

Item No.	Description	Lump Sum Total
1.	Replace and repair roofing system at Location No. 353, Pasco County Sheriff's Office, Land O' Lakes Detention Center, 20101 Central Boulevard, Land O'Lakes, Florida, per specifications and conditions of the bid document.	\$ _____

Since the quantity of metal decking that will be needed to be replaced cannot be determined at this time, please provide separate price per square foot for metal decking. All quantities are to be approved by a Facilities Management Department representative.

\$ _____ cost per square foot.

There will be no progress payments made to this award. Payment will be made after completion of the project and a duly executed fifteen (15) year, no dollar limit warranty from the manufacturer is received by the Facilities Management Department.

Special Note: Roofing project shall be completed in two (2) phases. The first phase will be complete when the major roof replacement has been completed up to a seams width away from four (4) new HVAC curbing locations. The second phase will require the completion of the roofing materials after the curbing for the four (4) HVAC units have been installed and are in service.

Manufacturer: _____

Warranty: _____

Begin work within _____ calendar days after receipt of Purchase Order.

Complete work within _____ calendar days after receipt of Purchase 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: _____, _____