

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**ELEVATOR MAINTENANCE/SERVICES
FOR VARIOUS FACILITIES, ESCAMBIA COUNTY**

SPECIFICATION NUMBER PD 17-18.091

BIDS WILL BE RECEIVED UNTIL 2:00 P.M. CDT, SEPTEMBER 13, 2018

A PRE-SOLICITATION CONFERENCE WILL BE HELD AT 2:00 P.M. CDT, SEPTEMBER 04, 2018

**Office of Purchasing, Room 11.101
213 S. Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill**

**From:
Paul R. Nobles
Purchasing Manager**

Procurement Assistance:

Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing,
2nd Floor, Matt Langley Bell, III Building
213 S. Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Email: ABRoggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price

submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests

for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...”

See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST**

**ELEVATOR MAINTENANCE/SERVICES
FOR VARIOUS FACILITIES, ESCAMBIA COUNTY
SPECIFICATION PD 17-18.091**

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Offer/Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

**This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.**

**ELEVATOR MAINTENANCE/SERVICES
FOR VARIOUS FACILITIES, ESCAMBIA COUNTY
PD 17-18.091**

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS

OFFER/BID FORM

Submit Offers to:

PAUL NOBLES

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101
213 S. Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid
ELEVATOR MAINTENANCE/SERVICES
FOR VARIOUS FACILITIES,
ESCAMBIA COUNTY

SOLICITATION NUMBER:
PD 17-18.091

SOLICITATION

MAILING DATE: August 27, 2018

PRE-SOLICITATION CONFERENCE: September 4, 2018 2:00 P.M. CDT Office of Purchasing Conference Rm. 11.407

OFFERS WILL BE RECEIVED UNTIL: September 13, 2018 2:00 P.M. CDT, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

Location	Address	License #	Description	Cost Per Month	Cost Per Year
Barrineau Park CC	6055 Barrineau Pk School Rd.	N/A	Portable		\$0.00
Brownsville CC	3200 W. Desoto St.	54551	Hydraulic		\$0.00
Brownsville CC	3200 W. Desoto St.	55672	Wheel Chair		\$0.00
Central Office Complex - South	33363 W. Park Pl.	97349	Hydraulic		\$0.00
Central Office Complex - North	33363 W. Park Pl.	97350	Hydraulic		\$0.00
Court House	223 S. Palafox Pl.	2600	Otis Traction		\$0.00
Court House	223 S. Palafox Pl.	93670	Wheelchair		\$0.00
County Probation	2251 N. Palafox St.	56069	Mowery Hydraulic		\$0.00
Ernie Lee Magaha - (North)	221 Palafox PL.	89688	Schindler Hydraulic		\$0.00
Ernie Lee Magaha - (South)	221 Palafox PL.	89689	Schindler Hydraulic		\$0.00
Ernie Lee Magaha - Service	221 Palafox PL.	89690	Schindler Hydraulic		\$0.00
Ernie Lee Magaha - Parking Garage	221 Palafox PL.	89691	Schindler Traction		\$0.00
Jail Phase I - North	2935 N. "L" St.	29404	Dover Traction		\$0.00
Jail Phase I - South	2935 N. "L" St.	29405	Dover Traction		\$0.00
Jail Phase 2	2935 N. "L" St.	33214	Mont. Hydraulic		\$0.00
Judicial Center - Judges	190 W. Government St.	26033	Dover Traction		\$0.00
Judicial Center - Prisoners (South)	190 W. Government St.	26034	Dover Traction		\$0.00
Judicial Center - West Public	190 W. Government St.	26035	Dover Traction		\$0.00
Judicial Center - Center Public	190 W. Government St.	26036	Dover Traction		\$0.00
Judicial Center - East Public	190 W. Government St.	26037	Dover Traction		\$0.00
Judicial Center - Prisoners (West)	190 W. Government St.	54744	Dover Hydraulic		\$0.00
Judicial Center - Prisoners (East)	190 W. Government St.	54745	Dover Hydraulic		\$0.00
Judicial Center	190 W. Government St.	55381	Shield Platform Lift		\$0.00
Judicial Center - Parking Garage	190 W. Government St.	60121	Hydraulic		\$0.00
Matt Bell Building	213 S. Palafox Pl.	51367	Wheelchair		\$0.00
Ordon/Orvis Bldg	201 S. Palafox Pl.	89687	Schindler Hydraulic		\$0.00
Pensacola Beach Fire Station	901 Via Deluna Dr.	95217	Hydraulic		\$0.00
Perdido Key Fire Station	15510 Perdido Key Dr.	98995	Hydraulic		\$0.00
Sheriff's Admin Building - Lobby	1700 W. Leonard St.	27042	National Hydraulic		\$0.00
Sheriff's Admin Building - Loading	1700 W. Leonard St.	27043	National Hydraulic		\$0.00
Sheriff Admin Building - New Addition	1700 W. Leonard St.	85586	Otis Hydraulic		\$0.00
Facilities Total					\$0.00

Location	Address	License #	Description	Cost Per Month	Cost Per Year
West Florida Library	239 N. Spring St.	4237	Hydraulic		\$0.00
West Florida Library	239 N. Spring St.	98995	Hydraulic		\$0.00
Library Total					\$0.00

Location DELETED	Address	License #	Description	Cost Per Month	Cost Per Year
Bay Center	201 E. Gregory St.	33757	Hydraulic		DELETE
Bay Center	201 E. Gregory St.	33758	Hydraulic		DELETE
Bay Center Total					DELETE

Location	Address	License #	Description	Cost Per Month	Cost Per Year
Aston Brosnaham Soccer Complex	10370 Aston Brosnaham	91948	Wheel Chair		\$0.00
Bellview Athletic Park	2750 Longleaf Dr.	92137	Wheel Chair		\$0.00
Brent Athletic Park	4711 N. "W" St.	93326	Wheel Chair		\$0.00
Parks Total					\$0.00

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Signature: _____

Title: _____

Type of Contractor's License, Certification and/or
Registration _____

Address: _____

Expiration Date: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Terms of Payment

(Check one) Net 30 Days ____ 2% 10th Prox ____

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing
Cards? Yes ____ No ____.

Person to contact for emergency service:

Will your company accept Escambia County Direct
Payment Vouchers? Yes ____ No ____.

Phone/Cell/Pager #: _____

County Permits/Fees required for this project:

Person to contact for disaster service:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____

Home Address: _____

Home Phone/Cell/Pager #: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. _____

2. _____

3. _____

4. _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 19 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ 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 non contendere to, any violation of Chapter 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 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 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet for
Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: “For Profit” or “Not for Profit”

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida): _____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com/our-services/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, [URL:http://dos.myflorida.com/sunbiz/search](http://dos.myflorida.com/sunbiz/search)
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 17-18.091 Elevator Maintenance/Services for Various Facilities, Escambia County”, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

Contractor will provide preventive maintenance, periodic inspections, routine and emergency repairs twentyfour (24) hours a day, 7 days per week as per the attached list of County owned or leased conveyance systems (elevators and handicap lifts).

2. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, Phone: (850) 595-04944,

3. Bid Forms

This Solicitation contains a Offer/Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement 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.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

5. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **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 **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. **Protection of Property/Security**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees and the general public. The vendor shall properly secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

9. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

11. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of three (3) years. The contract may be renewed with two (2) additional twelve (12) month renewal options. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. Any changes in the terms and conditions shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.
- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract, and approved by the Board of County Commissioners.

13. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

15. **Award**

Award shall be made on an "all-or-none total" basis.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor

in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement offerors are encouraged to review these requirements with their insurance agents before submitting offers. It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offerors insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverage's specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage's for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage's described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverage's required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage's, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County 's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage's. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by an on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Buzz Roggenbuck, Senior Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4806
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County; provided, however, that the Contractor shall have no obligation to save harmless, indemnify or defend the County for personal injury, death, or property damage that is solely the result of the County's wrongful or negligent conduct.

County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**ELEVATOR MAINTENANCE/SERVICE
SCOPE OF WORK
PD 17-18.091**

1. Overview: Contractor will provide preventive maintenance, periodic inspections, routine, and emergency repairs twenty-four (24) hours a day, 7 days per week as per the attached Bid Sheet of County owned, or leased conveyance systems (elevators and handicap lifts).
2. Length of Contract: Services will be required from October 1, 2018 at 12:01 a.m., and each succeeding year during the thirty-six (36) month term expiring on midnight, September 30, 2021. At the County's discretion, the contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon agreement of both parties.
3. Intent: The Board of County Commissioners is seeking Professional Services of a qualified Contractor to provide professional elevator services, skilled labor, materials, equipment, tools, State of Florida Certificate(s) of competency, permits, insurance and fees (if necessary) for various county owned and leased facilities.
4. Scope of Service: The work to be provided consists of furnishing all labor, materials, tools, equipment, transportation, services, supervision, engineering expertise, and performing all operations required to properly service, repair, maintain and inspect the designated elevators and handicap lifts owned and/or operated by Escambia County Board of County Commissioners, in Escambia County, Florida.

A. Service Performance:

Services as described herein shall include performance of all required preventive maintenance services, inspections, repairs and modification of equipment as prescribed by the original elevator manufacturer's specifications and instructions, to maintain each elevator's operating condition at the designed efficiency and capacity.

The Contractor shall, in accordance with the manufacturer's instructions and specifications, regularly and systematically examine, adjust, lubricate, repair and do all other prescribed maintenance and periodic inspections to keep the elevator and it's equipment components functioning properly and at the designed efficiencies and capacities, and shall maintain continuous equipment maintenance records of all performed maintenance, inspections, and services in accordance with the intent of these specifications.

1. All service, standard and special, will be performed to minimize interruptions of the normal operations of the Escambia County facilities served.
2. All work will be performed in a safe manner in accordance with the current state of the art elevator service/maintenance procedures and techniques.

A. Service Performance (Continued):

3. After performance of service at any location, an inspection/service report shall be completed by the Contractor and co-signed by owner representative if available.
4. The Contractor shall maintain an accurate and complete log for all work, including monthly fire service Phase I and II performed on each conveyance system. Separate logbooks (provided by Contractor) shall be maintained in elevator machine rooms or in a place designated by the County representative in the following facilities:
 - Barrineau Park Community Center
 - Brownsville Community Center
 - Central Office Complex
 - Community Probation
 - Escambia County Courthouse
 - Escambia County Jail
 - Ernie L. Magaha Building
 - Escambia County Governmental Complex Parking Garage
 - M.C. Blanchard Judicial Center
 - M.C. Blanchard Judicial Center Parking Garage
 - Matt Langley Bell/Ordons/Orvis Building
 - Sheriff Administration Buildings

Logbooks shall document all services performed at each location. These logbooks are official records and shall be maintained in a clean, neat, and legible manner. At a minimum, the following information shall be recorded:

Date of Service
Service Performed
Name of Technician Rendering Service

5. Contractor shall maintain an as-built record of all system modifications on site. This record shall be made available to the County upon request.
6. The Contractor shall have a certified elevator technician on site within two (2) hours, or less upon notification of a problem. If the technician is not able to meet this response time, the Contractor shall communicate with the authorized County representative as to the delay and convey an accurate time of arrival of the technician to the site of the problem.
7. The Contractor will correct all failures and have the elevator operational the same day the Contractor received notification of the failure. If the elevator is not back in-service due to the Contractors failure to respond, the County shall request that the Contractor credit the County in the following month, the amount of the monthly maintenance payment allocable to the elevator, prorated for the period the elevator is out of service beyond such time. This

provision shall not apply to prescheduled repairs, or repairs delayed for causes beyond the Contractor's control. Delays beyond the Contractor's control must be communicated in writing to the authorized County representative.

8. Invoices shall be submitted listing a breakdown of cost for each elevator by serial number. Any additional charges for services not covered under this contract must be approved prior to commencement of such work. Failure to receive prior authorization shall relinquish the County from any additional payments. A list of authorizing County representatives will be provided upon award of contract.
9. Standard services shall be performed during regular business hours (8:00 a.m. to 5:00 p.m. CST, Monday through Friday) for all facilities listed. After hour or call back requests shall be communicated to the authorized County representative prior to such an event.
10. Twenty-Four (24) hour service call backs (after regular business hours) as necessary at the Escambia County Jail, Central Booking and Detention Facility at no additional charge, except for the items listed in Section B. Service Details: 2. Exclusions: Contractor shall not be responsible for: paragraphs – 2.1 and 2.2.
11. All other twenty-four service call backs (after regular business hours) receiving prior authorization by the County representative shall be billed at Contractor's rates referenced on the bid form.

B. Service Details:

“STANDARD SERVICE” REQUIREMENTS: The following sections describe Standard Service preventive maintenance and inspection services, and schedules required of the Contractor.

1. Inclusions: Except as specifically excluded, Contractor shall be responsible for providing all services, materials, labor, supplies, tools and equipment necessary to:
 - Maintain the elevators and associated equipment in a safe, clean, quiet and smooth-riding condition.
 - Repairs, or replace any malfunctioning part. There shall be no exceptions for parts considered to be obsolete.
 - Maintain elevator monitoring systems.
 - Perform elevator examinations at the intervals specified for each elevator.
 - Perform all inspections and maintenance operations specified.
 - Perform all tests required by regulations or specified.

B. Service Details (Continued):

- Ensure performance with respect to door operation, landing accuracy and rated speed complies with specifications.
 - Complete all repairs and corrections required by the annual inspection report in a timely fashion to meet the compliance date on the report. Verification of the work shall be submitted in writing to Escambia County Facilities Management.
2. Exclusions: Contractor shall not be responsible for:
- a. Repairing, refinishing, or replacing of cab enclosures, cab floors, cab door panels, hoist-way door panels, frames and sills, hydraulic cylinders, main power disconnect switches, and feeder to the controller.
 - b. The costs of materials and labor for:
 - 1. The installation of any new attachments, or features.
 - 2. Any parts or items damaged, or made defective by misuse, fire, thefts, water, or an Act of God.
3. Removal of Elevators from Contract: In the event a building is vacant or unoccupied for a period, or if an elevator is replaced, or remodeled (and subsequently covered under remodeler warranty) Escambia County will, at its discretion, notify the Contractor to suspend, or discontinue Standard Service for that elevator and may remove it from the Contract. In such cases, the annual Standard Service rate shall be reduced proportionately to reflect the period of suspended or discontinued service. The County reserves the right to rebid Standard Service for that elevator upon completion of the remodeler warranty period.
4. Schedule: Elevators are to be examined by the Contractor at the intervals specified. Elevator examination intervals vary. They are monthly, quarterly, semi-annually, and annually. On the date, the Contractor examines or performs service, all services performed shall be recorded in the log book kept in the elevator machine room or in a room designated by the County representative.

C. Scheduled Service Details:

The following schedule constitutes the minimum frequency of services required.

i. Monthly Services

- a. Ride each car; check operation of car and hoistway doors. Check acceleration; deceleration, floor stops, leveling, and brake action. Make corrections.

- b. Inspect and wipe clean all motors, machines and generators.
- c. Inspect controllers, selectors and governors.
- d. Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.
- e. Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes.
- f. Clean direction and accelerating switches.
- g. Inspect brake operation. Check shoe to brake pulley clearance, clean the pulley and adjust as required for proper operation.
- h. Clean machine room and hoistway pit. Deliver any keys or other property recovered from the pit to the authorized County representative.
- i. Check floors for missing indicator plates, arrows, buttons, or other parts and replace.
- j. Replace or repair all non-functional lamps.
- k. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair. Clean door sills.

2. Quarterly Services:

- a. Clean and inspect equipment in hoistway.
- b. Inspect working parts of all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, brushings and rubbing surfaces for cleanliness and wear.
- c. Inspect all door operation equipment, including motor brushes commutator, belts or chains, contacts, drive vanes and locks. Clean, lubricate, adjust or replace.
- d. Examine all wire ropes and fastenings, check and adjust rope tensions.
- e. Examine traveling cables for wear and position.
- f. Examine counterweight. Tighten all loose bolts.

- g. Clean and lubricate automatic slow down and stopping switches on top of the cars and in hoistway.
- h. Check car position indicators for proper operation, repair as necessary.
- i. Inspect and clean car guides. Replace worn and cracked parts.
- j. Check, clean, repair, or replace car fan motors for proper operation.
- k. Blowout and vacuum clean controllers; motors and motor generator sets.
- l. Check, repair, or replace the oil return system. \
- m. Inspect and maintain any equipment located in a remote area such as a rooftop enclosure. Such service shall be recorded in the log book kept in the elevator machine room or in a place designated by the County representative.

3. Semi-Annual Services:

- a. Check for proper run-by and adjust as required by Code.
- b. Check bearings for proper operations and wear.
- c. Examine machine gear teeth for cutting or noise.
- d. While riding on top of cars, physically check condition and operation of door locking equipment.
- e. Perform electrical test of door interlock circuit.
- f. Examine door locks and door closer equipment. Clean door channels.
- g. Examine care and counterweight guide shoe and fastening.
- h. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
- i. Remove car station cover, blow out; clean switches and buttons.
- j. Monitor oil level in reservoir for hydraulic elevators. Note date and amount of any oil added in machine room maintenance record.

- k. Test Fire Service operation and record test on the machine room maintenance record.

4. Annual Services:

- a. Each summer, or at another time designated, the Contractor shall make reasonable efforts to restore the elevator to its original safe operating condition and appearance and shall have a major preventive maintenance program to include all contactors, relays, switches, timing adjustments, electrical components and parts, including door operators, door tracks, hoist motors, cables, indicating lamps, and call buttons.
- b. Examine, clean with proper solution, and repair as necessary, commutators, brushes and brush holders of all small control motors and regulators.
- c. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, proper adjustment. Clean, adjust, repair or replace, as necessary.
- d. Check, clean and adjust operation of slow down and limit switches.
- e. Examine, clean and adjust all moving parts of governor and safety for free operation.
- f. Examine, clean and add oil to buffers, if necessary. Perform "hand test" of plunger return.
- g. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
- h. Overhaul machine brake, including disassembly, cleaning, replacement of worn components, re-assembly and adjustment.
- i. Provide five year full-load governor and safety test per State Elevator Code, if required during the Contract term.
- j. Clean and lubricate hoistway door hangers, track and door arms.
- k. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.
- l. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.

- m. Perform a complete system check of all logic features and/or programs as determined by the County.
 - n. Test emergency power operations in accordance with the currently effective edition of ASME A17.1 and A18.1 safety codes for Elevators and Handicap Lifts at a time as determined by the County.
 - o. Test automatic dialing communication systems/emergency phones in elevator cars and maintain, repair, or replace as necessary.
 - p. Inspect and test all elevators as per ASME A17.2.
 - q. Inspect equipment for rust and corrosion. Clean and paint rusted equipment.
4. Examinations, Notifications and Inspections:
- a. Contractor shall immediately notify the Authorized County Representative when any parts or components within the elevator system may require repair, modification or replacement, or when any condition requires the attention of County.
 - b. incurred by the County to return the elevator to the original safe operation condition.
 - c. Should a failure to, or in, the elevator system occurs because the Contractor did not notify the Authorized County Representative, the Contractor shall be liable for all costs incurred by the County to return the elevator to the original safe operation condition.
 - d. The Authorized County Representative shall have the option to contract with another competent, certified Contractor for service to an elevator, if Contractor is unable to repair the elevator for any reason.
 - e. Inspections: If the level of the Contractor's performance is questioned by the County, a third party hired by the County, may be called in to inspect and to verify possible negligence on the part of the Contractor. If the alleged negligence is verified, the costs of such inspection and corrective action shall be borne by the Contractor.

- D. “OTHER SERVICE” REQUIREMENTS: The following sections describe requirements of the Contractor for work performed under the Contract as Other Service, as distinguished from Standard Service.

“Other Service” Work shall include, but not be limited to:

1. Repairing, resetting, adjusting or replacing elevator components or associated equipment necessary resulting from misuse, fire, water, theft, or an Act or God.
2. Upon County Representative’s request, be present at specific times to ensure proper operation of elevators during special events.
3. Upon County Representative’s request, repair or replace elevator components excluded from Standard Service.
4. Upon County Representative’s request, perform services to improve or upgrade elevator components.
5. Contractor shall be paid for time spent on site by Contractor’s employees. Performing “Other Service” work at the hourly rates established by the contractor’s rates referenced on the bid form.
6. Contractor shall be paid for parts and materials purchased by the Contractor to complete Other Service work at market prices as established by invoices. No mark up of prices by the Contractor shall be allowed.
7. When equipment rental has been approved in advance by the County Representative, Contractor shall be paid for rental of equipment necessary to perform Other Service work at market prices as established by invoices, with an allowable mark up by the Contractor not to exceed 15%. Contractor shall supply normal tools of the trade without cost to the county.

E. Departments/Facilities to Be Serviced:

The location of facilities and equipment shall be in consideration for bidding purposes. The County has the right to delete, or add elevator(s) to this service and maintenance contract as they deem necessary.

Contractors should visit all facilities and conveyance systems listed to gain complete knowledge of these facilities and their needs; failure to do so shall not relieve the Contractor of his responsibility of performance under this or any contract awarded because of same.

During the inspection visit, the Contractor shall determine the nature and extent of any deficiencies to restore the conveyance systems to a satisfactory condition. If the condition warrants a systems repair, the cost of these repairs should be included in the bid as a separate item.

Note: The County's current service and maintenance provider will be given the opportunity to dispute claim, or provide for the repair.

F. Employee Background Checks:

The Vendor's employees will be required to be finger printed. Their finger prints will be sent to the Florida Department of Law Enforcement (FDLE) for a background check.

Only those employees cleared by the FDLE will be allowed to work on elevators in Escambia County owned, or leased facilities.

Service site visits or service related questions should be directed to:

Bill Turner, Division Manager, Facilities Management
Telephone 850-595-4634