



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 17, 2018

To: All Known Prospective Bidders

Addendum Number 4:

RE: Elevator Maintenance - Various Facilities
Specification Number: PD 17-18.091

All:

A copy of the current contract for the existing maintenance contract has been requested, and is attached for your review.

This Addendum Number 4 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Roggenbuck", is written over a faint horizontal line.

Buzz Roggenbuck
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 4:

SIGNED: _____

COMPANY: _____

**AGREEMENT RELATING TO
ELEVATOR MAINTENANCE/ SERVICES PD12-13.056**

This Agreement is made and entered into this ____ day of _____, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Panhandle Humbaugh Elevators, Inc., a for-profit corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 264644752, and whose principal address is 4811 Crary Road, Century, Florida 32535 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to elevator maintenance/services for various facilities (PD 12-13.056); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of elevator maintenance services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence on October 1, 2013, and continue for a term of Three (3) years. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of sixty (60) months. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. **Scope of Work.** Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Elevator Maintenance/Service, Specification No. P.D. 12-13.056, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated August 28, 2013, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "B"**. During the term of this agreement, Contractor's compensation shall not exceed \$51,132.00 per year.
5. **Purchase Orders.** The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed

during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to this Agreement. 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.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Panhandle Humbaugh Elevators, Inc.
Attention: Dustin Godwin
4811 Crary Road
Century, Florida 32535

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and it surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises,

agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action, and Panhandle Humbaugh Elevators, Inc., signing by and through its President, duly authorized to execute same.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 9/19/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [Signature]
George Touart, Interim County Administrator

Witness: [Signature]

Date: 10/3/13

Witness: [Signature]

CONTRACTOR:
PANHANDLE HUMBAUGH ELEVATORS, INC.

By: [Signature]
Dustin C. Godwin, President

ATTEST
[Signature]
Corporate Secretary

Date: 9/23/13

(SEAL)

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

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

SPECIFICATION NUMBER PD 12-13.056

BIDS WILL BE RECEIVED UNTIL 10:00 A.M., CDT., THURSDAY, AUGUST 29, 2013
A PRE-SOLICITATION CONFERENCE WILL BE HELD AT 10:000 A.M., CDT,
THURSDAY, AUGUST 15, 2013

**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

Gene Valentino, Chairman
Lumon J. May, Vice Chairman
Wilson B. Robertson
Grover C. Robinson IV
Steven L. Barry

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:

Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor,
Matt Langley Bell, III Building
213 S. Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805
Email: LLBOYD@myescambia.com

Technical Assistance:

Bill Turner
Interim Division Manager
Facilities Maintenance
100 East Blount Street
Pensacola, FL 32502
Tel: (850) 595-3190
Fax: (850) 595-3192
Email: WMTURNER@co.escambia.fl.us

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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

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.



**ELEVATOR MAINTENANCE/SERVICES
FOR VARIOUS FACILITIES, ESCAMBIA COUNTY
PD 12-13.056**

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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
SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:

CLAUDIA SIMMONS
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

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

SOLICITATION NUMBER:
PD 12-13.056

SOLICITATION

MAILING DATE: Monday, August 5, 2013
 PRE-BID CONFERENCE: Thursday, August 15, 2013, 10:00 a.m., CDT. Office of Purchasing Conference Rm. 11.407
 OFFERS WILL BE RECEIVED UNTIL: Thursday, August 29, 2013, 10:00 a.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: _____
 DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER
 VENDOR NAME: PANHANDLE ELEVATORS
 ADDRESS: 4811 Croy Rd
 CITY, ST. & ZIP: GENUARY FL 32535
 PHONE NO.: (850) 256-2400 or 267-8861
 TOLL FREE NO.: (_____) _____
 FAX NO.: (_____) _____

TERMS OF PAYMENT: Net 30
 REASON FOR NO OFFER: _____
 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 makes final payment to the offeror.

Dustin Godwin
 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
 (TYPED OR PRINTED)
 **X [Signature]
 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.**

AWARD

Upon certification of award the 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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR
 Name and Title of Signer (Type or Print) Dustin C. Godwin / President
 Name of Contractor PANHANDLE ELEVATORS
 By [Signature] 9/20/13
 Signature of Person Authorized to Sign Date
 ATTEST: [Signature] 9/20/13
 Corporate Secretary Date
 [CORPORATE SEAL]
 ATTEST: [Signature] 9-20-13
 Witness Date
 ATTEST: [Signature] 9-20-13
 Witness Date

ESCAMBIA COUNTY FLORIDA
 Name and Title of Signer (Type or Print) _____
 By _____
 County Administrator Date
 WITNESS _____ Date
 WITNESS _____ Date
 Awarded Date _____
 Effective Date _____

Notary Public State of Florida
 Susan Reisinger
 My Commission EEO58147
 Expires 03/04/2015

BID FORM
Specification Number PD 12-13.056
Elevator Maintenance/Services for Various Facilities, Escambia County

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: 3/28/13

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Elevator Maintenance/Services for Various Facilities, Escambia County as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

ELEVATOR BID FORM – PD 12-13.056

FACILITY	LOCATION	SN	DESCRIPTION	COST PER MONTH
Central Booking & Detention Facility	1200 W. Leonard St.	05234	Mont. Tract	\$ 347.00
Central Booking & Detention Facility	1200 W. Leonard St.	05235	Mont. Tract	\$ 347.00
Central Booking & Detention Facility	1200 W. Leonard St.	56317	Dumbwaiter	\$ 109.00
Community Probation	2251 N. Palafox St.	56069	Mowrey Hydraulic	\$ 70.00
Escambia County Old Courthouse	223 S. Palafox St.	02600	Otis Traction	\$ 137.00
Matt Langley Bell/Ordons	213 S. Palafox St.	89687	Schindler Hydraulic	\$ 75.00
Ernie L. Magaha Bldg.	213 S. Palafox St.	51367	Wheelchair Lift	\$ 50.00
Ernie L. Magaha Bldg.	221 Palafox Pl.	93670	Wheelchair lift	\$ 50.00
Ernie L. Magaha Bldg.	221 Palafox Pl.	89688	Schindler Hydraulic	\$ 80.00
Ernie L. Magaha Bldg.	221 Palafox Pl.	89689	Schindler Hydraulic	\$ 80.00
Ernie L. Magaha Bldg.	221 Palafox Pl.	89690	Schindler Hydraulic	\$ 75.00
Ernie L. Magaha Parking Garage	49 W. Intendencia St.	89691	Schindler Traction	\$ 202.00
Jail I	2935 N. L St.	29404	Dover Traction	\$ 257.00
Jail I	2935 N. L St.	29405	Dover Traction	\$ 257.00
Jail I	2935 N. L St.	33214	Mont. Hydraulic	\$ 145.00
Sheriff Admin	1700 W. Leonard St.	27042	National Hydraulic	\$ 75.00
Sheriff Admin	1700 W. Leonard St.	27043	National Hydraulic	\$ 75.00
Sheriff Expansion	1700 W. Leonard St.	85586	Otis Hydraulic	\$ 75.00
M.C. Blanchard Judicial Building	190 Government St.	54744	Dover Hydraulic	\$ 75.00
M.C. Blanchard Judicial Building	190 Government St.	55381	Shield Platform Lift	\$ 40.00
M.C. Blanchard Judicial Garage	190 Government St.	60121	Elevator Hydraulic	\$ 75.00
M.C. Blanchard Judicial Building	190 Government St.	26033	Dover Traction	\$ 202.00
M.C. Blanchard Judicial Building	190 Government St.	26034	Dover Traction	\$ 202.00
M.C. Blanchard Judicial Building	190 Government St.	26035	Dover Traction	\$ 202.00
M.C. Blanchard Judicial Building	190 Government St.	26036	Dover Traction	\$ 202.00
M.C. Blanchard Judicial Building	190 Government St.	26037	Dover Traction	\$ 202.00
M.C. Blanchard Judicial Building	190 Government St.	54745	Dover Hydraulic	\$ 80.00
Central Office Complex	33363 W. Park Pl.	97349	Hydraulic	\$ 75.00
Central Office Complex	33363 W. Park Pl.	97350	Hydraulic	\$ 75.00



Barrineau Park	6055 Barrineau Pk School Rd.	Wheelchair lift	\$ 40.00
<u>Monthly Total For Above Locations</u>			\$ 3,976.00
Main Library	239 N. Spring St.	4237 Hydraulic	\$ 75.00
Main Library	239 N. Spring St.	98995 Hydraulic	\$ 75.00
<u>Monthly Total For Above Locations</u>			\$ 150.00
			\$ 4,126.00

ELEVATOR BID FORM - PD 12-13.056

FACILITY	LOCATION	SN	DESCRIPTION	COST PER MONTH
Brent Athletic Park	4711 N. W St.	93326	Wheelchair lift	\$ 45.00
Bellview Athletic Park	2750 Longleaf Dr.	92137	Wheelchair lift	\$ 45.00
Ashton Brosnaham Soccer Complex	10370 Ashton Brosnaham	91948	Wheelchair lift	\$ 45.00
<u>Monthly Total For The Above Locations</u>				\$ 135.00
<u>Monthly Total For All Locations</u>				\$ 4,261.00
After Regular Business Hours Contractor's Rate Per Hour				\$ 300.00/hr
Any Additional Elevator Locations that are Acquired				

\$51,132 per year
Total (2)

CONTRACTOR REQUIREMENTS

knowledge is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. <u> / </u>	Date <u> </u>	Addendum No. <u> </u>	Date <u> </u>
Addendum No. <u> / </u>	Date <u> </u>	Addendum No. <u> </u>	Date <u> </u>

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number /

Occupational License No. /

Type of Contractor's License, Certification and/or
Registration ELC 564

Expiration Date: 12/31/13

Bidder: PANHANDLE ELEVATORS

By: DUSTIN GODWIN

Signature: [Signature]

Title: owner/President

Address: 4811 GRANT Rd.
CENTURY FL 32535

Person to contact concerning this bid:

Terms of Payment

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

Will your company accept Escambia County Purchasing Cards? Yes No

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

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
N/A	
_____	_____
_____	_____
_____	_____

Phone/Toll Free/Fax # _____

E-Mail Address: Pantandlee@leators.com

Home Page Address: Dustin@PANTANDLEE@leators.com

Person to contact for emergency service: 850-256-4400 (24/7 Ser)

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Dustin Godwin

Home Address: 4811 Gray Rd
CENTURY FL 32055

Home Phone/Cell/Pager #: 850-256-4400

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

1. N/A

2. _____

3. _____

4. _____

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

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

by Nancy Conard, Office Manager
(print individual's name and title)

for Panhandle Elevators
(print name of entity submitting sworn statement)

whose business address is
4811 Crary Road
Century, FL 32535

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: n/a)

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.

Nancy H - Conrad
(signature)

Sworn to and subscribed before me this 30th day of September, 192013

Personally known _____

OR produced identification _____ Notary Public - State of Florida

VA DL
(Type of identification) My commission expires 02-01-16

Kathleen C. Kuehl
(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 Panhandle Elevators Inc. 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 contender 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.

Waney Ln. Conrad
Offeror's Signature

9/30/13
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: n/a
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.: 564

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Dustin Godwin 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: Panhandle Elevators, Inc.
City, State Zip: 4811 Crary Road
Street Address: _____
City, State, Zip: Century, FL 32535

(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)

Corporate Identification

Federal Identification Number: 26 46 44752
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Dustin Godwin
Telephone Number: 800 256 4400 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:

President

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 or by Fax at (850)595-4805.

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/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://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
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 12-13.056, 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 twenty four (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

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone: (850) 595-04944, Fax: (850) 595-4805. Technical questions may be directed to Bill Turner, Interim Division Manager, Facilities Management, Phone: (850) 595-3190, Fax: (850) 595-3192.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and 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. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

5. **Delivery**

Failure of the awarded vendor to meet this delivery requirement shall be result in default and immediate termination of the purchase order or contract. It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

6. **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.

7. **Safety Regulations**

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

8. **Codes and Regulations**

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

9. **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

10. **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.

11. **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.

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

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

Contract Information
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.

13. **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 thirty-six (36) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties, and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- 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.

14. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

15. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. **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.

17. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

18. **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.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

20. **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.

Term of Offer

21. An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

22. **Award**

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

23. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

24. **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.)

25. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

26. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

27. 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 employers 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: Lester L. Boyd, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
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.

28. **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 Contactor 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.

Scope of Work

Elevator Maintenance/Services for Various Facilities, Escambia County Specification PD 12-13.056

- I. **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).
- II. **Length of Contract:** Services will be required from October 1, 2013 at 12:01 a.m., and each succeeding year during the thirty-six (36) month term expiring on midnight, September 30, 2016. 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 mutual agreement of both parties.
- III. **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.
- IV. **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 so as to minimize interruptions of the normal operations of the Escambia County facilities served.

A. **Service Performance (Continued):**

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.
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
 - Central Book and Detention Facility
 - 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 Building
 - M.C. Blanchard Judicial Building Parking Garage
 - Matt Langley Bell/Ordonez/Orvis Building
 - Sheriff Administration Building

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.

A. Service Performance (Continued):

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 Contractor's 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.

B. Specific Provisions:

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.

1. 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 C Service Details: 2. Exclusions: Contractor shall not be responsible for: paragraphs – 2.1 and 2.2.
2. 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.

C. 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:

C. **Service Details (Continued):**

- 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.
- 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:**

2.1 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.

2.2 The costs of materials and labor for:

- The installation of any new attachments, or features.
- 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 of time, 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. Service Details (Continued):

The following schedule constitutes the minimum frequency of services required.

4.1 Monthly Services:

- 4.1.1** Ride each car; check operation of car and hoistway doors. Check acceleration; deceleration, floor stops, leveling, and brake action. Make corrections.
- 4.1.2** Inspect and wipe clean all motors, machines and generators.
- 4.1.3** Inspect controllers, selectors and governors.
- 4.1.4** Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.
- 4.1.5** Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes.
- 4.1.6** Clean direction and accelerating switches.
- 4.1.7** Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
- 4.1.8** Clean machine room and hoistway pit. Deliver any keys or other property recovered from the pit to the authorized County representative.
- 4.1.9** Check floors for missing indicator plates, arrows, buttons, or other parts and replace.
- 4.1.10** Replace or repair all non-functional lamps.
- 4.1.11** Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair. Clean door sills.

4.2 Quarterly Services:

- 4.2.1** Clean and inspect equipment in hoistway.
- 4.2.2** 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.
- 4.2.3** Inspect all door operation equipment, including motor brushes, commutator, belts or chains, contacts, drive vanes and locks. Clean, lubricate, adjust or replace.
- 4.2.4** Examine all wire ropes and fastenings, check and adjust rope tensions.
- 4.2.5** Examine traveling cables for wear and position.
- 4.2.6** Examine counterweight. Tighten all loose bolts.
- 4.2.7** Clean and lubricate automatic slow down and stopping switches on top of the cars and in hoistway.

4.2.8 Check car position indicators for proper operation, repair as necessary.

4.2.9 Inspect and clean car guides. Replace worn and cracked parts.

D. Service Details (Continued):

4.2.10 Check, clean, repair, or replace car fan motors for proper operation.

4.2.11 Blow out and vacuum clean controllers; motors and motor generator sets.

4.2.12 Check, repair, or replace the oil return system.

4.2.13 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.

4.3 Semi-Annual Services:

4.3.1 Check for proper run-by and make adjustments as required by code.

4.3.2 Check bearings for proper operations and wear.

4.3.3 Examine machine gear teeth for cutting or noise.

4.3.4 While riding on top of cars, physically check condition and operation of door locking equipment.

4.3.5 Perform electrical test of door interlock circuits.

4.3.6 Examine door locks and door closer equipment. Clean door channels.

4.3.7 Examine care and counterweight guide shoe and fastening.

4.3.8 Renew gibs or rollers when necessary. Lubricate sliding guide shoes.

4.3.9 Remove car station cover, blow out; clean switches and buttons.

4.3.10 Monitor oil level in reservoir for hydraulic elevators. Note date and amount of any oil added in machine room maintenance record.

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

4.4 Annual Services:

4.4.1 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.

- 4.4.2 Examine, clean with proper solution, and repair as necessary, commutators, brushes and brush holders of all small control motors and regulators.

C. Service Details (Continued):

- 4.4.3 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.
- 4.4.4 Check, clean and adjust operation of slow down and limit switches.
- 4.4.5 Examine, clean and adjust all moving parts of governor and safety for free operation.
- 4.4.6 Examine, clean and add oil to buffers, if necessary. Perform "hand test" of plunger return.
- 4.4.7 Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
- 4.4.8 Overhaul machine brake, including disassembly, cleaning, replacement of worn components, re-assembly and readjustment.
- 4.4.9 Provide five year full-load governor and safety test per State Elevator Code, if required during the Contract term.
- 4.4.10 Clean and lubricate hoistway door hangers, track and door arms.
- 4.4.11 Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.
- 4.4.12 Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
- 4.4.13 Perform a complete systems check of all logic features and/or programs as determined by the County.
- 4.4.14 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.
- 4.4.15 Test automatic dialing communication systems/emergency phones in elevator cars and maintain, repair, or replace as originally installed.
- 4.4.16 Inspect and test all elevators as per ASME A17.2.
- 4.4.17 Inspect equipment for rust and corrosion. Clean and paint rusted equipment.

5. Examinations, Notifications and Inspections:

- 5.1 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.

- 5.2 Should a failure to, or in, the elevator system occur due to the failure of the Contractor to make such repair, modification or replacement, Contractors shall be liable for any, and all costs incurred by the County to return the elevator to the original safe operation condition.

C. Service Details (Continued):

- 5.3 Should a failure to, or in, the elevator system occur because the Contractor did not notify the Authorized County Representative, the Contractor shall be liable for any and all costs incurred by the County to return the elevator to the original safe operation condition.
- 5.4 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.
- 5.5 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.

"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.

6. Other Service Work shall include , but not be limited to:

- 6.1 Repairing, resetting, adjusting or replacing elevator components or associated equipment necessary resulting from misuse, fire, water, theft, or an Act or God.
- 6.2 Upon County Representative's request, be present at specific times to ensure proper operation of elevators during special events.
- 6.3 Upon County Representative's request, repair or replace elevator components excluded from Standard Service.
- 6.4 Upon County Representative's request, perform services to improve or upgrade elevator components.
- 6.5 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.
- 6.6 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.
- 6.7 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.

V. **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 in order 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 as a result 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.

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

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