



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Lori Krinke, Purchasing Analyst

(863) 402-6528 Direct Line

LKRINKEY@HIGHLANDSFL.GOV, EMAIL

INVITATION TO BID (ITB)

ITB-23-006-LLK

**Elevator Maintenance, Inspection and
Repair Services**

x	Pre-Solicitation Meeting:	None Scheduled for this solicitation
	Location:	N/A
✓	Request for Information Deadline:	Wednesday, January 4, 2023, 5:00 PM
✓	Submission Deadline:	Tuesday, January 17, 2023, prior to 3:30PM

Advertisement Date: **December 17, 2022, December 24, 2022**

TABLE OF CONTENTS

INVITATION TO BID (“ITB”) 3
SECTION I. GENERAL TERMS AND CONDITIONS 5
SECTION II. THE COUNTY’S RESERVATION OF RIGHTS..... 9
SECTION III. INSURANCE: 11
SECTION IV. SPECIAL TERMS AND CONDITIONS 13
SECTION V. SCOPE OF WORK AND SPECIFICATIONS 15
SECTION VI. ITB CONTACT INFORMATION 22
SECTION VII. REQUEST FOR INFORMATION (RFI) CUT-OFF..... 22
SECTION VIII. HIGHLANDS COUNTY FORMS 23



HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS
Purchasing Division

INVITATION TO BID (“ITB”)

The Board of County Commissioners (“Board”), Highlands County, a political subdivision of the State of Florida (“County”) will receive sealed Bids in the Highlands County Purchasing Division (“Purchasing Division”) for:

ITB NO. 23-006-LLK Elevator Maintenance, Inspection, and Repair Services

Specifications may be obtained by downloading from our website: www.highlandsfl.gov, or by contacting: **Lori Krinkey, Purchasing Analyst**, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or E-Mail: lkrinkey@highlandsfl.gov.

A PRE-BID meeting will **not** be held for this solicitation.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later than **3:30 P.M., Tuesday, January 17, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in **one all-inclusive adobe file** of all documents and **additionally one Excel file containing the Price Sheet**. Label each **“23-006 Bidder Name-Submission”** and **“23-006 Bidder Name-Bid Form”**

OR

· **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and electronic copy containing **one all-inclusive Adobe file** of all documents and **additionally, if applicable, one Excel file containing the Price Sheet**. Label each **“23-006 Bidder Name Submission”** and **“23-006 Bidder Name Bid Form”** (Thumb drive) of the original response.

LATE SUBMISSIONS: Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

Highlands County’s Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of October 1, 2017.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Human Resources, ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.highlandsfl.gov

-END OF SECTION-

SECTION I.

GENERAL TERMS AND CONDITIONS

- A) For purposes of this ITB, the following terms are defined as follows:
- 1) *Bidder* means the person or entity submitting a Bid in response to this ITB.
 - 2) *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
 - 3) *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
 - 4) *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located on the County's website at the following address: https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php.
- B) All Bids shall become the property of the County.
- C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies. CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VI, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.
- D) Bids are due and must be received in accordance with the instructions given in the announcement page.
- E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F) Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section VI of this ITB for additional information and clarification.
- G) Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.
- I) Each Bidder is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB with documentation of such authority included with Bid submission.
- N) All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- O) If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- P) Each Bid must contain proof of enrollment in E-Verify.
- Q) Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- R) Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- S) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.
- T) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- U) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- V) The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.

- W) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- X) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Y) If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- Z) ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.highlandsfl.gov. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- AA) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.
- BB) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- CC) MISUNDERSTANDINGS: The failure or omission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.
- DD) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.

- EE) COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- FF) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section VI of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section VII of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- GG) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- HH) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- II) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that the submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same contract price, and for the same effective period pertaining to this ITB. If other local government agencies desire to accept this invitation, and make an award thereof, the other local government agencies shall accept the invitation and make an award thereof independently of Highlands County. Each governmental agency, Highlands County and the other local government entities, shall each be responsible for their own purchases and each shall be liable for materials and services ordered and received by each governmental entity. Neither agency assumes any liability for the other agency's actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of other government agencies to competitively procure any or all items.

-END OF SECTION-

SECTION II. THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any or all, of the following rights and options with respect to this ITB:

- A. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Bids, or Bids with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G. If the County believes that collusion exists among Bidders, all Bids will be rejected.
- H. In the event of a mathematical error the unit price shall prevail.
- I. Items marked as "Product Only", "No Substitution", "or Equivalent", etc. shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the County.
- J. PUBLIC RECORD:
 - 1.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- 1.2. Consultant agrees to comply with public records laws, specifically to:
 - 1.2.1. Keep and maintain public records required by the County to perform the services set forth herein.

- 1.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 1.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

-END OF SECTION-

SECTION III. INSURANCE:

A) Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

- 1) **Commercial General Liability Insurance: Occurrence Form Required:** The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.
- 2) **Commercial Automobile Liability Insurance:** The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- 3) **Workers' Compensation Insurance:** The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
- 4) **Special Requirements / Evidence of Insurance:**
 - a. A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) **"Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.**
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - (3) Certificate Holder: **Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870**
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII".
- d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

5) Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870.

B) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB:

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

-END OF SECTION-

SECTION IV. SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the County's standard General Terms and Conditions or the Scope of Work.

A) BASIS OF AWARD: Award will be based on the lowest responsive bid determined by the Grand Total of the Itemized Bid Form. The County reserves the right to award in whole or in part, whichever is deemed to be in its best interest. If a Vendor is unable to perform in the time allowed, the County reserves the right to move to the next lowest bidder until the project completion. Other consideration(s) of award may be references/qualifications. The County reserves the right to reject a bid from any vendor who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - a. The contract will be utilized on an as-needed basis. No amount of purchase is guaranteed upon the execution of an Agreement/Contract.
 - b. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - c. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County Reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
 - d. All pricing shall be all inclusive to include, but not limited to, licensing, permitting, material, labor, travel, shipping, handling, or delivery, return and incidentals, as applicable, to provide the service described.
 - e. The County reserves the right to add or delete, at any time, and/or all material, tasks, locations, or services associated with this Agreement/Contract.
 - f. The County also reserves the right to negotiate additional related materials and/or services as needed.
 - g. Should the item or service be unavailable in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item or service is obtained.

B) TERM:

1. The successful Bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for an initial three (3) years from the date of the Board approval. Upon mutual agreement of the parties, the contract may be renewed for two (2) one (1) year terms, at the same pricing. The contract will include a thirty (30) day termination for convenience clause for termination by the County. The anticipated start day would be March 20, 2023, or upon termination of the existing agreement.

C) REQUEST FOR INFORMATION (RFI) CUT-OFF:

1. All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Purchasing Department representative listed on the cover page of this solicitation.
2. All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of the solicitation. It shall be the Bidder's responsibility to review the site and request clarification(s) for any items prior to the deadline noted on the cover sheet of this solicitation.

D) QUALIFICATIONS: below are to be provided with the submission package:

1. Registered to do business with the Division of Corporations. A printout from www.Sunbiz.org which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status is to be submitted with the bid submission.
2. The Contractor is to submit proof of all licenses or certifications as required by the County and the State of Florida.
3. Bidder must be a Registered Elevator Company by the Bureau of Elevator Safety (in accordance with Chapter 399, Florida Statutes).
 - a) The Bidder must have a minimum of three (3) years' experience under the same entity name in providing and performing elevator maintenance programs, maintaining satisfactory regulatory compliance, and providing and performing maintenance and repair services to elevator systems. Therefore, each Bidder is to provide, three (3) reference letters stating the name, email address, organization, address, and telephone number of the references with whom they have provided like services to within the last three (3) years. The reference letters must be positive and address the overall ability of the Bidder and its employees relative to preventive maintenance, required maintenance, and repair services, as well as services required to maintain satisfactory regulatory compliance to elevator systems in order to be considered a responsible Bidder.
 - b) The following certificates (or copies of) must be included with the Bid in order to be considered responsive:
 - i. At least one Florida Certified Elevator Inspector certificate, held by an employee of the Contractor.
 - ii. At least one Certified Elevator Technician certificate, held by an employee of the Contractor.

-END OF SECTION-

SECTION V. SCOPE OF WORK AND SPECIFICATIONS

A. Contractor shall provide complete preventive maintenance, all required inspections, and repair services as authorized for elevators in County owned buildings. Proper elevator system operation and satisfactory regulatory compliance is essential to a core function of the County, therefore, downtime must be kept to a minimum.

1. **EQUIPMENT:** The Contractor shall be responsible for supplying all specialized equipment required for the proper daily operation, preventative maintenance, maintenance of the elevator systems necessary to facilitate prompt diagnosis, correction and repair or replacement without undue delay.
2. **LIST OF ELEVATORS:**

LOCATION	MAKE	ID #
<i>The following elevators will require services beginning at contract start date.</i>		
1. ANNEX 501-505 S. Commerce Ave., Sebring	Otis Hydraulic AAA21241U	320804
2. GOVERNMENT CENTER 540-600 S. Commerce Ave., Sebring	Otis Hydraulic AAA21241K1	52493
3. GOVERNMENT CENTER 540-600 S. Commerce Ave., Sebring	Otis Hydraulic AAA21241K1	52713
4. HIGHLANDS COUNTY COURTHOUSE 430 S. Commerce Ave., Sebring	Otis Hydraulic AAA21241U	84287
5. HIGHLANDS COUNTY COURTHOUSE 430 S. Commerce Ave., Sebring	Otis Hydraulic AAA21241U	84288
6. HIGHLANDS COUNTY COURTHOUSE 430 S. Commerce Ave., Sebring	Otis Hydraulic AAA21241U	84289
7. HIGHLANDS COUNTY COURTHOUSE 430 S. Commerce Ave., Sebring	Otis CABLE	6716
8. HIGHLANDS COUNTY SPORTS COMPLEX (Concession) 205 Sheriff's Tower Rd., Sebring	Incline Platform Lift	095668
9. HIGHLANDS COUNTY SPORTS COMPLEX (Baseball) 216 Sheriff's Tower Rd., Sebring	Vertical Platform Lift	094249

3. **PARTS:** The Contractor shall be responsible for providing all required replacement parts necessary for the performance of the Contract. Parts for Preventive Maintenance and callback service for electrical or mechanical malfunctions due to normal wear and use shall be included at no additional cost to the County. Parts for service outside of preventive maintenance and callback service required to correct vandalism or misuse of equipment shall be billed to the County. In the event of a system failure or mechanical breakdown, the Contractor shall be responsible for obtaining the parts required to make the needed repairs. All replacement parts shall be specifically designed for the equipment on which they are to be used. The Contractor shall utilize all replacement parts from the original equipment manufacturer ("OEM") of the equipment or from suppliers that can

provide those OEM original parts. Parts purchased from suppliers other than OEM are those parts which are regularly supplied to the original manufacturer and are approved by the OEM original equipment manufacturer for use in their systems. In the event the Contractor requires non-OEM replacement parts, the Contractor shall first submit a list of such parts to the Project Manager and receive prior written approval. If use of non-OEM parts is approved in writing by the Project Manager, those non-OEM parts shall be equal to or better than OEM parts and shall be completely compatible with the existing system in function and performance.

The County acknowledges that Contractors utilize thousands of parts that may vary between suppliers and manufacturers depending on the individual repair needs for each repair event. Therefore, all parts Contractor provides shall be considered as a part of the Contract. The County will pay the Contractor the actual cost for all parts for service outside of preventive maintenance that are utilized in the performance of the Contract plus the Contractor specified markup not to exceed fifteen percent (15%). The Contractors actual cost for a part includes the following:

- a. The Contractor's acquisition cost from the manufacturer or supplier; and
- b. The shipping cost charged by the manufacturer or supplier to get the part to the Contractor's location; or
- c. The shipping cost incurred by the Contractor to direct ship the part to the County location.

For all parts costing more than one hundred dollars (\$100.00) each, the Contractor shall include with its invoice the copy of the Contractors' invoice and documentation of all credits, discounts, rebates, and other adjustments received by the Contractor, and the County will pay for the part, including the costs delineated above, where applicable, plus the Contractor specified markup not to exceed fifteen percent (15%).

For parts costing less than one hundred dollars (\$100.00) each, the Contractor shall not be required to include the Contractor's original invoice for the part. The County will pay for the part at the quoted cost, which shall include all credits discounts, rebates and other adjustments received by the Contractor, including the costs delineated above, where applicable, plus the Contractors specified markup not to exceed fifteen percent (15%).

The Contractor must maintain sufficient parts in inventory, at its own facility, including parts of the latest technology to meet the normal and emergency requirements of the Contract.

4. PREVENTIVE MAINTENANCE:

- a. Performance: Maintenance services shall be provided during the County's regular business hours. Preventive maintenance shall be performed in accordance with each elevator's manufacturer's recommendation. The Contractor shall maintain the original contract speed for each elevator car in feet per minute and the original performance time, which includes acceleration and retardation as designed and installed by the manufacturer. The Contractor shall perform the necessary adjustments as required to maintain the original door opening and closing time in accordance with original manufacturer's specifications. Signal and dispatching times shall be maintained in accordance with original manufacturer's specifications.
- b. Scheduling: Contractor shall coordinate with the Project Manager to schedule the preventive maintenance of elevators.
- c. Record keeping: Contractor shall maintain an elevator maintenance record for each elevator as required for compliance with local, state, and federal laws, regulations, and/or codes. A

copy of each elevator maintenance record shall be provided to the Project Manager upon completion of work.

d. Minimum service requirements:

- 1) The Contractor shall conduct customary annual no load tests for traction elevator systems at no additional cost to the County.
- 2) The Contractor shall perform pressure relief tests and static tests on hydraulic elevators as required at no additional cost to the County.
- 3) The Contractor shall perform, where applicable, the five (5) year full load test for traction elevator systems. Pricing for the five (5) year full load test for traction elevator systems shall be listed on the Contractor's invoice as an additional cost item per elevator system at each site where required.
- 4) Cleaning of the following:
 - machines
 - controllers
 - selectors
 - motor generator sets
 - machine rooms
 - hoist ways
 - pits
 - car tops
- 5) Oiling, greasing, adjusting, repairing, and replacing parts as conditions require before the factor of safety has been dangerously reduced on any part of the entire elevator equipment, including, but not limited to:
 - machine
 - motor
 - generator
 - controller parts
 - worm gears
 - thrusts
 - bearings
 - brake magnet coils or brake motors
 - brake shoes
 - brushes
 - commutators
 - rotating elements
 - contacts
 - coils resistance for operating and motor Index circuits
 - magnet frames
 - winding engines
 - signal system and light bulbs for signals
 - electric and mechanical appliances
 - hatchway rails
 - guides

- guide shoes
 - traveling equipment
 - safety appliances
 - wire ropes
 - door equipment
 - pumps and pump motors
 - operating valves and valve motors
 - leveling valves
 - cylinder head
 - plunger exposed surfaces
 - plunger gland and packing
 - exposed piping, fittings, and flexible pipe connections
 - operating control
 - check and relief valves
 - gauges
 - storage, discharge, pressure and vacuum tanks
- 6) Renew guide shoe gibs or guide rollers when this is necessary to ensure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated
 - 7) Renew all wire ropes as often as necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting ropes, and repair or replace conductor cables, and all other mechanical and electrical parts necessary to maintain the elevators in proper operating condition
 - 8) The Contractor, where applicable, shall maintain the original contract speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer, and shall perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable local, state, and federal laws, regulations, and/or codes.
 - 9) The Contractor, where applicable, shall check Group Supervisory and Controlling Systems and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by the original manufacturer. As such, the Contractor is required to maintain all applicable software applications allowing for the performance of these services for each manufacturer's elevator.
 - 10) The Contractor shall perform the monthly fire safety tests to maintain compliance with applicable local, state, and federal laws, regulations, and/or codes.
 - 11) During these examinations, the components listed in the Check Chart are to be inspected and necessary work shall be performed relative to regulatory compliance testing, cleaning, lubrication, and adjustment of the equipment. If Check Charts are not maintained and updated, the County will deem, and the Contractor consents, that the work will not have been completed according to the terms of the Contract. The components shall be checked in accordance with the schedule shown in the Check Chart.

5. INSPECTIONS:

- a. Performance: Inspections shall be provided during the County's regular business hours. Inspections shall be performed in accordance to and compliance with local, state, and federal laws, regulations, and/or codes to ensure the County's elevators are in full compliance with any and all laws, regulations and/or codes.
- b. Scheduling: Contractor shall coordinate with the Project Manager to schedule the inspections of elevators.
- c. Record keeping: The Contractor shall maintain an Elevator Maintenance Record for each unit as required for compliance with local, state, and federal laws, regulations, and/or codes. A copy of each record shall be provided to the Project Manager upon completion of the work. If the Elevator Maintenance Record is not maintained and updated, the County will deem, and the Contractor consents, that the work will not have been completed according to the terms of the Contract.

6. SERVICE CALLS:

- a. Any work outside the scope of service of "Preventative Maintenance" found to be necessary for the safety, operation and/or regulatory compliance of the systems and associated components of the Contract shall be brought to the attention of the Project Manager immediately. The Contractor shall submit a quote explicitly detailing the work required and listing the labor, material, and other charges or items necessary to perform the service to the Project Manager prior commencing any work. The Project Manager shall provide Contractor written approval prior to any work performed by the Contractor. The quote approved by the Project Manager in writing shall constitute approval for the performance of the work.
- b. The County reserves the right to the following without affecting the terms and conditions of the Contract:
 - Place any work not covered by the Scope of Work relative to this ITB and Contract out for bid.
 - Employ other persons and/or companies to test the condition, speed, and safety of the elevators as it may be deemed advisable or necessary by the County.
- c. Callback service: The Contractor shall provide twenty-four (24) hour per day, three hundred and sixty-five (365) days a year callback service. Callback service shall consist of the Contractor arriving at the worksite in response to the request of the Project Manager or his/her designated representative, at any time of day or night, as necessary to restore any elevator service. Within one hour of the request for service by the Project Manager or his or her designee, the Contractor shall contact the Project Manager or his or her designee to discuss and confirm the status of the requested callback service, including the anticipated time of arrival of the Contractor's technician(s) at the worksite. The Contractor must have adequate personnel available to provide callback service twenty-four (24) hours per day, three hundred and sixty-five (365) days per year. Quoted callback service rates will be paid for technician(s) time on the job. Rates will begin when the Contractor's technician signs in at the County facility. Travel time will be charged as a set fee (Trip Charge) and not as hourly rates. In the event that an elevator fails to operate, the Contractor shall restore that unit to service within twenty-four (24) hours of notification by the Project Manager or his/her

designated representative. Failure to restore the unit to operation within seventy-two (72) hours may result in cancellation of the Contract.

1. Definition of emergency service: Any equipment malfunction resulting in a life or equipment threatening situation such as, but not limited to, the following circumstances that shall be considered an “Emergency” by the County as represented by the Project Manager or his/her designated representative:
 - (a) One (1) or more person(s) trapped in an elevator cab;
 - (b) Presence of smoke or fire in elevator shafts or equipment rooms; and/or
 - (c) Equipment operating continuously without human intervention.
2. Normal working hours’ callback service: Normal working hours’ callback service for electrical or mechanical malfunctions due to normal wear and use shall be at no additional cost to the County when performed between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding state holidays. Normal working hours’ callback service required to correct vandalism or misuse of equipment performed between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding state holidays shall be charged to the County at the hourly rates specified in the Proposal documents.
3. After hours’ callback service: After hours’ callback service for electrical or mechanical malfunctions due to normal wear and use during times other than normal working hours shall be charged to the County for the overtime premium portion only of the hours worked at the rates specified in the Proposal documents. Overtime work must be approved in writing by the County Administrator or his/her designated representative, prior to overtime work commencing.

7. DEBRIS REMOVAL: Regardless of the type of service, the Contractor is responsible for the removal and responsible disposal of all debris and trash. The worksite is to be returned to its original condition every time before the Contractor’s employee(s) leave the worksite.

B. QUALIFICATIONS: below are to be provided with the submission package:

1. Registered to do business with the Division of Corporations. A printout from www.Sunbiz.org which provides the Bidder’s FEI/EIN, Authorized Persons, and Active Status is to be submitted with the bid submission.
2. The Contractor is to submit proof of all licenses or certifications as required by the County and the State of Florida.
3. Bidder must be a Registered Elevator Company by the Bureau of Elevator Safety (in accordance with Chapter 399, Florida Statutes).
 - a) The Bidder must have a minimum of three (3) years’ experience under the same entity name in providing and performing elevator maintenance programs, maintaining satisfactory regulatory compliance, and providing and performing maintenance and repair services to elevator systems. Therefore, each Bidder is to provide, three (3) reference letters stating the name, email address, organization, address, and telephone number of the references with whom they have provided like services to within the last three (3) years. The reference letters must be positive and address the overall ability of the Bidder and its employees relative to preventive maintenance, required

maintenance, and repair services, as well as services required to maintain satisfactory regulatory compliance to elevator systems in order to be considered a responsible Bidder.

4. The following certificates (or copies of) must be included with the Bid in order to be considered responsive:
 - a. At least one Florida Certified Elevator Inspector certificate, held by an employee of the Contractor.
 - b. At least one Certified Elevator Technician certificate, held by an employee of the Contractor.

-END OF SECTION-

SECTION VI. ITB CONTACT INFORMATION

All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to:

*Lori Krinkey, Purchasing Analyst
Highlands County Purchasing Division
600 South Commerce Avenue, Sebring, FL 33870
Phone: (863) 402-6528; Email: krinkey@highlandsfl.gov*

SECTION VII. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.

-END OF SECTION-

SECTION VIII. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package

Any blank spaces on the form(s), qualifying notes or exceptions, counter-offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Bidder’s responsibility to review and include all requested and required documentation.

Forms		
LOCAL COMPLIANCE FORMS		
Proposal/Bid Submittal Form: include acknowledgement of all addenda, original signature. Insert a copy of the completed ITEMIZED BID FORM in an unlocked Excel file. Label each “23-006 Bidder Name-Submission” and “23-006 Bidder Name-Bid Form” (if Excel format is provided)	YES	NO
Drug-Free Workplace Certification, F.S. 287.087	YES	NO
Public Entity Crimes Sworn Statement, F.S. 287.133	YES	NO
Discrimination Certification, F.S. 287.134	YES	NO
Scrutinized Companies Certification, F.S. 287.135	YES	NO
E Verify Certification	YES	NO
Local Preference Affidavit of Eligibility	YES	NO
Price Adjustment Form	YES	NO
MISCELANEOUS DOCUMENTATION		
Sunbiz.org Print out for Proposer FEI/EIN Number	YES	NO
Acord Insurance Form (sample copy from proposer)	YES	NO
Women / Minority Business Enterprise Certification	YES	NO
One (1) ORIGINAL Submission Package and one (1) exact electronic copy on thumb drive of the Submission package with One all-inclusive Adobe format file <u>and</u> one Itemized Bid Form Excel file Label each “23-006 Bidder Name-Submission” and “23-006 Bidder Name-Bid Form” (if Excel format is provided)	YES	NO
Three (3) reference letters from Bidder’s customers that were provided like services within the past three (3) years.	YES	NO
At least one (1) Florida Certified Elevator Inspector Certificate held by an employee of the contractor	YES	NO
At least one (1) Certified Elevator Technician Certificate held by an employee of the contractor	YES	NO
Statement of “No Bid”	YES	NO
Sealed Submission Label (affix to outside of submittal package)	YES	NO

BID SUBMITTAL FORM

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
 Attn: Purchasing Division
 600 S. Commerce Ave.
 Sebring, FL 33870

SOLICITATION IDENTIFICATION: **ITB 23-006-LLK**
 SOLICITATION NAME: **Elevator Maintenance, Inspection, and Repair Services**

SUBMITTED BY:

 Bidder's Name

 Bidder's Authorized Representative's Name and Title

 Bidder's Address 1

 Bidder's Address 2

 Contact's Name and Title (Print)

 Contact's E-mail Address

 Contact's Phone Number

 Dun's Number

 Employer Identification Number/Federal Employer Identification

BIDDER IS: (CHECK ONE)

	Individual		Partnership		Corporation
	Limited Liability Company		Joint Venture*		

*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

1. ACKNOWLEDGEMENT OF ADENDA Bidder/Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing website for any addenda issued for this solicitation.
- Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

- 1. PRICE SHEET:** insert in this location a printed copy of the completed excel "Itemized Bid Form" within your Bid submission. The electronic document is to be provided in an unlocked, unrestricted Excel file labeled "**23-006 Bidder Name-Bid Form.**"

BID SUBMITTAL FORM (cont.)

2. ACKNOWLEDGEMENT Pricing is F.O.B. destination, as listed on the Price Sheet.

3. Does bidder accept Visa (P-Card) _____ Yes / No _____

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON: _____ 20 _____

SUBMITTED BY: _____

SIGNATURE: _____ (Seal)

Bidder's Authorized Representative

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE NUMBER: _____

EMAIL: _____

DRUG FREE WORKPLACE

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY,
A PUBLIC RECORD.**

Print Name: _____ Date: ___ / ___ / ___

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has produced
_____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA }ss
COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean 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 a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the

bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC
ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by
the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY,
A PUBLIC RECORD.**

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has produced
_____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

SCRUTINIZED COMPANIES CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

E-VERIFY CERTIFICATION

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

LOCAL PREFERENCE AFFIDAVIT

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(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. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES ____ NO ____

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES ____ NO ____

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES ____ NO ____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this _____ day of _____, 20____.

NOTARY PUBLIC

SEAL

Commission Expiration Date

PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing will be held firm for the first twelve (12) months of the contract term. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or fax) and are subject to COUNTY Purchasing Manager approval (if applicable) and a properly executed contract amendment, if applicable before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Purchase Agreement for cause.

Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US URBAN Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party.

As an authorized representative of the company listed below I fully understand, accept and agree to abide by the procedures denoted in this price adjustment clause.

Vendor Name	_____	City/	_____
Address	_____	State/Zip	_____
Authorized Signature	_____	Date	_____
Printed Signature	_____	Title	_____



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- Specifications too "tight", i.e., geared toward one brand or manufacturer only
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or services
- Unable to meet specifications
- Unable to meet Bond requirements
- Specifications unclear (explain how)
- Unable to meet Insurance requirements
- Remove us from your "Bidders List" altogether
- Other (specify below)

Remarks:

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____

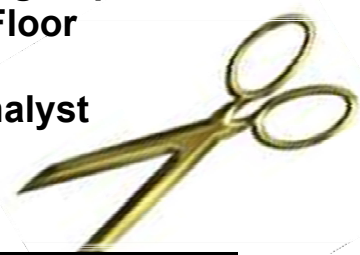
Sealed Submission Label

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori Krinke, Purchasing Analyst
(863) 402-6500

PLEASE PRINT CLEARLY



SEALED BID/PROPOSAL DOCUMENTS
• DO NOT OPEN •

SOLICITATION No.: **ITB 23-006-LLK**

SOLICITATION TITLE: **Elevator Maintenance, Inspection, and Repair Services**

DATE DUE: **Tuesday, January 17, 2023**

TIME DUE: Prior to: **3:30 PM**

SUBMITTED BY: _____
(Name of Company)

e-mail address _____ Telephone _____
DELIVER TO: Highlands County Board of County Commissioners
Attn: Purchasing Department, 2nd Floor (Lori Krinke)
600 South Commerce Avenue
Sebring, Florida 33870

Note: submissions received after the time and date above will not be accepted.

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**

---END OF ITB---