

# SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>C10-0066/KCB</b>	DATE ISSUED: June 9, 2010	REQUISITION NO: <b>N/A</b>	CONTRACT NO: <b>C10-0066</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA</b> John Druzbeck, Chairman Rose Rocco, Vice Chairman James Adkins, Second Vice Chairperson Jeff Stabins David Russell, Jr.		SUBMIT BID OFFER TO: <b>CLERK OF THE CIRCUIT COURT 20 NORTH MAIN STREET, ROOM 131 BROOKSVILLE, FL 34601-2800</b>  Karen Nicolai Clerk of Circuit Court	

## SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ROOM 131, HERNANDO COUNTY GOVERNMENT CENTER, 20 NORTH MAIN STREET, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M. ON July 21, 2010 EXTENDED.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE OFFERS WILL BE PUBLICLY OPENED IN THE COUNTY'S PURCHASING AND CONTRACTS DEPARTMENT, ROOM 265, HERNANDO COUNTY GOVERNMENT CENTER AT **3:00 P.M. ON THE SAME DATE.**

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	<b>TWENTY-FOUR (24) MONTH TERM CONTRACT, WITH RENEWAL CLAUSE FOR ELEVATOR SERVICES: PREVENTIVE MAINTENANCE, REPAIR, AND TESTING SERVICES AT VARIOUS HERNANDO COUNTY GOVERNMENT SITES.</b>  <b>TOTAL: from BID FORM, pg. 18</b>				\$ _____
a.	HOURLY RATE (1 <sup>ST</sup> HR INCLUSIVE OF TRAVEL EXPENSES for FIRST HOUR) FOR REPAIR COST				
b.	HOURLY RATE (2 <sup>ND</sup> HR & thereafter)		a.	\$ _____/hr	
c.	OVERTIME RATE		b.	\$ _____/hr	
d.	HOLIDAY RATE		c.	\$ _____/hr	
	(PLEASE SUBMIT TWO COMPLETE ORIGINAL SIGNED BID DOCUMENTS)		d.	\$ _____/hr	

## OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **SIXTY (60) DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: _____% 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% _____ CALENDAR DAYS	
BIDDERS COMPANY NAME, ADDRESS AND PHONE NUMBER	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:
	BIDDER'S SIGNATURE
	OFFER DATE

## AWARD

(TO BE COMPLETED BY COUNTY)

ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
<b>HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT 20 NORTH MAIN STREET, ROOM 265 BROOKSVILLE, FL 34601-2828</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

## SOLICITATION INSTRUCTIONS AND CONDITIONS

1. The term COUNTY used herein refers to the Board of County Commissioners, Hernando County, or its duly authorized representative.
2. The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the COUNTY in response to this solicitation.
3. The term VENDOR used herein refers to a BIDDER awarded a contract by the Board of County Commissioners for the furnishing of goods or services to the COUNTY.
4. BIDDERS are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No plea of ignorance by the BIDDER of conditions that exist or may hereafter exist as a result of failure or omission on the part of the BIDDER to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the COUNTY or the compensation to the BIDDER.
5. No material, labor or facilities will be furnished by the COUNTY unless specifically stated.
6. The BIDDER hereby attests and agrees by affixing his signature to this proposal that: "BIDDER certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making or considering the making of a bid for the same items or service and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
7. The BIDDER warrants that the prices of the items set forth herein do not exceed those charged by the BIDDER to any other customer purchasing the same item in like or comparable quantities.
8. The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida or any of its agencies.
9. The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COUNTY by any other provision of this award.
10. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
11. Bids shall be submitted in sealed envelopes addressed as noted on the front page of this solicitation. The name and address of the BIDDER, the date and hour of the bid opening and the goods or service bid on shall be placed on the outside of the envelope. Bids not properly identified may be rejected. No responsibility shall attach to Hernando County, the Clerk of the Circuit Court, or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open, a bid not properly addressed and identified.
12. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provisions, attached to a bid shall render it irregular and may cause its rejection.
13. The responsibility for delivering the bid to the COUNTY on or before the stated time and date will be solely and strictly the responsibility of the BIDDER. The COUNTY will be in no way responsible for delays caused by the U.S. Postal Service, any courier system, or any other occurrence.
14. Bids and modifications received after the time set for the receipt of sealed bids will not be considered. Such bids will be returned unopened.
15. Modifications in writing received prior to the time set for the receipt of sealed bids will be accepted. Such modifications must be submitted in a sealed envelope and marked accordingly.
16. Bids must be submitted on and in the forms specified. Telegraphic or facsimile bids will not be considered.
17. A BIDDER may withdraw his proposal provided the request is made in writing and delivered either in person or by priority mail to Hernando County Central Purchasing Department, 20 N. Main Street, Room 265, Brooksville, Florida 34601-2828, not less than one (1) hour prior to the time set for opening of bids. Bids may not be withdrawn after the time noted above and for the period of time after the opening of bids as stated in the terms, conditions and specifications of this solicitation.
18. The COUNTY reserves the privilege of auditing a vendor's records, by a representative of the COUNTY, as such records relate to purchases between the COUNTY and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract and further, the COUNTY reserves the right to reproduce any of the aforementioned documents.
19. The contract shall be awarded to that responsive, responsible BIDDER whose offer will be most advantageous to the COUNTY, price and other factors considered.
20. The COUNTY may accept any separate item or group of items of any offer, unless the BIDDER qualifies his offer by specific limitations or the specific terms and conditions included herein indicate that bids will be accepted on an all or nothing basis.
21. The COUNTY reserves the right to reject any or all offers and to waive informalities and irregularities in offers received, in accordance with the Hernando County Purchasing Ordinance.
22. Inspection and acceptance of the supplies/services purchased herein will be accomplished at the designated delivery point by a duly authorized representative of the COUNTY.
23. Any and all Terms, Conditions and/or Specifications which vary from the Solicitation Instructions and Conditions shall have precedence.

**IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. BID TABULATIONS ARE ALSO AVAILABLE ON THE COUNTY'S WEBSITE @ [www.hernandocounty.us](http://www.hernandocounty.us). AFTER 24 TO 48 HOURS.**

## TERMS, CONDITIONS AND SPECIFICATIONS

### **(Term Contract for Services/Supplies)**

1. **GENERAL:**

- a. It is the intent of this solicitation to obtain bids for furnishing **ELEVATOR SERVICES: PREVENTIVE MAINTENANCE, REPAIR, AND TESTING SERVICES AT VARIOUS HERNANDO COUNTY GOVERNMENT SITES.** Said services/supplies to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of both the Hernando County Facilities and Utilities Departments.
- b. The contract documents shall consist of all parts as attached hereto, any addenda and, if required, the completed and executed Hernando County Term Contract Agreement.
- c. Site visit available upon request. Please contact Craig Becker, Facilities Manager at (352) 754-4029 to schedule date and time.
- d. The successful BIDDER agrees to extend its bid price(s), contract terms and conditions to other municipalities, or governmental agencies/entities within Hernando County throughout the term of the resulting contract. If Vendor is agreeable, prices and terms may also be extended to other governmental entities.

2. **CONTRACT PERIOD:**

- a. The Contract resulting from this solicitation shall be a Term Contract for the time period specified herein. During the specified time period, the County may order services as the requirements generate and the Vendor will deliver the services ordered. It is understood that the County is not obligated to purchase any specific amount of services under this agreement.
- b. The period of the Contract shall be for twenty-four months commencing on October 1, 2010.
- c. The Contract may be extended, by mutual agreement, for two additional 12-month period(s) up to a cumulative total of forty-eight (48) months. The County shall notify the Vendor, in writing, no later than thirty (30) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor for consideration of a price adjustment must be made to the County at the time of renewal, and must only be based on increased costs to the Vendor. Verification of these increases shall be furnished to the County upon request. Any upward price adjustment approved by the County shall impose upon the Vendor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- d. Either party may cancel this Contract, in whole or in part, by giving forty-five (45) days prior notice in writing. However, the Vendor shall not be authorized to exercise this cancellation option during the first 180 days of the Contract.
- e. **Fiscal Non-Funding Clause** - In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

3. **BID PRICE:**

- a. The bid price for Elevator Services: ***Preventive Maintenance, Repair (less excluded repairs, page 13, #8), and Testing Services shall include all travel expenses, labor, equipment and materials*** required to perform as specified in a contract resulting from this solicitation which shall remain firm during the period of the Contract and billed monthly.

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- b. The County reserves the right to Add or Delete elevators as may be required during the term of this Contract. Any change that increases or decreases the number of elevators to be serviced will be charged or discounted at the price equal to a corresponding Make/Model of elevator for which a price is given on the Bid Form (page 18).
- c. The bid price for the cost to repair an elevator shall include an hourly labor rate, the first hour to include any travel expenses, which will remain firm during the period of the Contract.

**Any repair part (materials) for repairs to elevator(s) must be presented to the Facilities and/or Utilities Department and must be based only on the vendor's actual cost and mark-up not more than 20%. Arrangements to supply parts must be made in advance of actual purchase. Parts installed by the Vendor without the prior written approval of the County may not be reimbursed by the County.**

- d. The bid prices will constitute the total compensation payable to the Vendor for performing all work specified within these Contract Documents. All duties, responsibilities and obligations undertaken by the Vendor shall be at his expense without change in the contract price. Unless otherwise approved by the County, additional billing(s) for any work covered by a Contract awarded as a result of this solicitation, will not be honored.
- e. Bidder hereby certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the Bidder.

**4. SPECIFICATIONS/DESCRIPTION OF SERVICES:**

- a. See Page 11 – 17 for detailed specifications.
- b. **Site visit available upon request. Contact Craig Becker, Facilities Manager, at (352) 754-4029 to schedule date and time.**
- c. Any deviations from the terms, conditions and specifications and/or performance specifications listed herein must be clearly indicated; otherwise, it will be considered that the services offered are in strict compliance with these Contract Documents. Failure to do so will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any work that may be required to carry out the Contract in accordance with the true intent and meaning of the specifications.
- d. **Award of this contract shall impose no obligation on the County to utilize the Vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.**

**5. BID EVALUATION AND AWARD:**

- a. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the Contract in accordance with the terms and specifications required. Bidders will submit with their bids all data necessary to evaluate and determine the quality of the services they are bidding.

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- b. Capability Survey. The County reserves the right to perform a complete facilities survey of each bidder prior to award, and utilize the results to determine if the Bidder has the capability to successfully perform under this Contract.
- c. Bidders shall submit with their proposal at least three (3) references of firms, organizations and/or governmental agencies for which services of similar size and scope as this bid have been satisfactorily performed. (See page 19.) Failure to submit said references may render Bidder's proposal non-responsive.
- d. The County reserves the right to award a contract resulting from this solicitation by line item, by make/model of elevator, or in the aggregate total, whichever it may deem to be in the best interest of the County. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

***The County reserves the right to reject any bid in which unit prices, in the sole opinion of the County, are unbalanced. Where the County has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the County is excessively priced or under priced, and reserves the right to obtain that item from another source.***

- e. If two or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one vendor by drawing lots in a public meeting.
- f. The County shall be the sole judge as to the relative merits of the proposals received.
- g. If a separate written Contract is not required by the County, a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.
- h. The successful bidder(s) shall be required to perform this contract and may not make any assignment of the resulting contractual agreement in whole or part without prior written authorization as may be given at the sole discretion of Hernando County.

## **6. DELIVERY & ACCEPTANCE:**

- a. The County will order services/supplies by issuance of an Hernando County numbered Release Order. Each order will designate the quantity required and cost for services performed.
- b. **Any contract resulting from this solicitation must not commence until the County receives copies of the Certificate of Insurance and other licenses as specified herein.**

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- c. Unless otherwise specified, services shall be performed as described in this Bid Document.
- d. Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services delivered meet Contract specifications and conditions. Should the services differ in any respect from the specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the County shall not be liable for payment for any portion thereof.

7. **NON-PERFORMANCE:**

- a. Time is of the essence in this Contract and failure to deliver the services specified within the time period required may be considered a default.
- b. In case of default, the County may procure the services from other sources and hold the Vendor responsible for all costs occasioned thereby and may immediately cancel the Contract.

8. **SPECIAL PROVISIONS:**

- a. **PUBLIC ENTITY CRIMES:** Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Prior to bid award, the recommended vendor may be required to submit a sworn statement attesting to compliance with said statute.
- b. **PERMITS AND LICENSES:** The Bidder agrees to secure all necessary licenses and permits within ten (10) calendar days of award of a contract resulting from this solicitation and agrees to comply with all Federal and State laws, and County and Municipal Ordinances and Regulations in any manner affecting the work described in this solicitation. **The County may terminate the contract for failure to comply with this provision.**
- c. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding license requirements by submission of copy of said license prior to award of the Contract.
- d. **CLARIFICATION AND ADDENDUM.** If any BIDDER contemplating submitting a bid for this contract is in doubt as to the true meaning of the terms, conditions, specifications or other bid documents or any part thereof, he may submit to the Purchasing and Contracts Director, on or before ten (10) calendar days prior to the scheduled opening of bids, a request for clarification. All such requests for information and/or clarification shall be made in writing and the BIDDER submitting the request will be responsible for its prompt delivery. (See page 10 – Important Notice.) Any response for information and/or clarification on the part of the County will be written.

If response to SAID information and/or clarification affects the essence of the bid, or is a materiel change to the Scope of Services, such response will be incorporated into an Addendum to be posted on the County's website at [www.hernandocounty.us](http://www.hernandocounty.us).

**It is the responsibility of prospective bidders to visit the County's website to insure that they are aware of all addenda issued relative to this solicitation.** The COUNTY will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

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Receipt of an addendum to this solicitation by an offeror must be acknowledged by signing and returning the addendum to the Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, FL 34601-2800. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

- e. **SAFETY PRECAUTIONS.** The Vendor must ensure appropriate safety measures are followed with respect to all services provided under a Contract resulting from this solicitation.

The Contractor must provide the County with the latest version of any Material Safety Data Sheet (MSDS) required for any material used by the Contractor prior to commencement of any service provided under a contract awarded as a result of this solicitation.

It shall be the Vendor's responsibility to clean up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor.

9. **CONTRACT ASSIGNMENT.**

The successful Bidder shall be required to perform this Contract and may not make any assignment of the resulting contractual agreement, in whole or part, without the prior written authorization as may be given at the sole discretion of Hernando County.

10. **INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

a. **INDEMNITY**

To the fullest extent permitted by law, the Vendor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

b. **PROTECTION OF PERSONS AND PROPERTY**

- 1) The Vendor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.
- 2) The Vendor will take all reasonable precautions to prevent damage, injury or loss to:  
(a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding



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renewal or any material change in coverage or limits, a notice thereof shall be given to the County by certified mail to: **HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT, 20 NORTH MAIN STREET, ROOM 365, BROOKSVILLE, FLORIDA 34601-2828**. Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Vendor from its insurer; and nothing contained herein shall absolve Vendor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor.
  - 3) The term "COUNTY" or "HERNANDO COUNTY" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
  - 4) HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS shall be endorsed to the required policy or policies as an additional insured.
  - 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
  - 6) Vendor hereby waives subrogation rights for loss or damage against the County.
- e. The Vendor must provide Certificate of Insurance to the County prior to commencement of services.
- f. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements prior to the award of a contract by submission of a Certificate of Insurance.

11. **TAXES:**

The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

- a. Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8  
This exemption does not apply to purchases of tangible personal property made by Vendors who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S., and applicable rules of the Department of Revenue).

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12. **PAYMENT:**

- a. Payment for services received will be accomplished by submission of an invoice(s), in duplicate. Said invoice(s) shall reference the Purchase Order/Release Order number and be submitted to:

HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT  
20 NORTH MAIN STREET, ROOM 365  
BROOKSVILLE, FLORIDA 34601-2828

- b. Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

**IMPORTANT NOTICE**

**PLEASE IDENTIFY THE OUTSIDE OF THE BID ENVELOPE SUBMITTED AS SEALED BID #10-0066, PROVIDE BID DESCRIPTION, and DATE AND TIME OF OPENING.**

(Address all inquiries via facsimile transmission to: Kathleen Buffum, Purchasing Agent, (352) 754-4199), or by email to: [kbuffum@co.hernando.fl.us](mailto:kbuffum@co.hernando.fl.us).

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**ELEVATOR SERVICES: PREVENTIVE MAINTENANCE, REPAIR, AND TESTING SERVICES  
SPECIFICATIONS**

- 1. GENERAL:** The Contract awarded as a result of this solicitation includes preventive maintenance, repair(s) and testing services to the elevator equipment located at various Hernando County Facility and Utility sites. By submission of a bid, the vendor agrees that he understands the manufacture and condition of all elevators listed on page 18 (Bid Form) and can procure parts for and properly repair and maintain all elevators in their existing condition. The following specifications are to ensure the quality of workmanship and materials supplied.

The County reserves the right to Add or Delete elevators as may be required during the term of this Contract. Any change that increases or decreases the number of elevators to be serviced for Preventive Maintenance, Repair or Testing Services will be charged or discounted at the price equal to a corresponding Make/Model of elevator for which a price is given on the Bid Form.

**All routine preventive maintenance and testing services shall be performed during the County's normal business hours of 8 a.m. – 5 p.m., Monday through Friday. All routine preventive maintenance and testing services must be scheduled through the Hernando County Facilities Maintenance Manager, or designee, at (352) 754-4029.**

Award of a contract resulting from this solicitation shall impose no obligation on the County to utilize the Vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.

- 2. VENDOR REQUIREMENTS:** The Vendor must provide a copy of all applicable permits, licenses, etc., that may be required by Federal, State, County or local law to furnish services in a contract resulting from this solicitation and may not be in violation of any ordinances in the performance of any work in a contract resulting from this solicitation. All services, practices and items furnished by the Contractor must comply with the Federal Occupational Safety and Health Act of 1970 (OSHA) as amended, as well as any pertinent federal, state, and/or local safety or environmental codes. **Failure to comply with this provision shall be cause for termination.**

Vendor shall provide **uniforms with proper identification** to all competent and physically capable employees. The County requires the Contractor to remove any employee the County deems careless, incompetent, insubordinate or otherwise objectionable and whose continued presence on County property is not in the best interest of the County. As requested by the County, the Contractor shall provide background information on personnel, including criminal background checks. The County reserves the right to perform these background checks. The County reserves the right to review all personnel for acceptance and require unacceptable personnel to be immediately removed from County property.

- 3. PARTS:** The County is responsible for the cost of all required non-covered parts. The County reserves the right to purchase the parts directly from manufacturer/supplier or may, at its sole option, reimburse the Vendor for parts obtained on the County's behalf. **Any repair part (materials) must be presented to the Facility or Utility Department Maintenance Manager and must be based only on the vendor's actual cost and mark-up not more than 20%. Vendor's original receipt must be submitted to County with mark-up.** Arrangements to supply parts must be made in advance of actual purchase. **Parts installed by the Vendor without the prior written approval of the County, may not be reimbursed by the County.** Unless otherwise stated, all parts obtained on behalf of the County shall be new and free of defects. All products must be assembled, fully serviced and ready for operation when delivered.

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4. **MANUFACTURER'S WARRANTY:** All work performed by the Vendor in accordance with a Contract resulting from this solicitation must not invalidate the manufacturer's warranty of any component or sub-component. The Vendor must advise the County in matters relating to the failure or suspected failure of any component or sub-component involving the original warranty.
5. **CONTRACTOR RESPONSE TIME:**
- a. Response time to requests for service during regular hours:
    - i. verbal response within one hour
    - ii. on-site response within two (2) hours
  - b. Response time to requests for service during **emergencies, after hours, and holidays:**
    - iii. verbal response within one hour
    - iv. on-site response within four (4) hours
  - c. After hours and holidays will be those hours and holidays as recognized by the Contractor awarded a contract as a result of this solicitation. (See item #6. b., below)
  - d. Failure to respond to emergency service call within designated times may be considered reason for termination of any contract resulting from this solicitation.
  - e. In the event the contractor fails to respond within the stated time, the **County reserves the right to call any qualified elevator contractor to make necessary emergency repairs and Contractor must pay the difference of any charges for this emergency service.**

The Contractor awarded a contract as a result of this solicitation must have supply of critical parts in stock for emergency repairs.

**Any condition of the elevator(s) found which affects the immediate safety of passengers or elevator equipment must be immediately reported to the County's Facilities Maintenance Manager or designee. Within twenty-four (24) hours, a written report clearly identifying the defect(s) located and detailing the action(s) recommended must be submitted to the County's Facilities Maintenance Manager or designee.**

6. **CONTRACTOR RESPONSIBILITY:**
- a. The contractor must advise the County of all recommended changes that become available which will improve system reliability, improve service, improve safety for the riding public, comply with current Code changes, reduce operating costs and any changes, in their opinion, that would be beneficial. Recommendations must include detailed description along with any supporting documentation and an item-by-item detailed material and labor cost to incorporate. **Failure to notify and subsequently report to the County's Facilities Maintenance Manager or designee of CODE REQUIRED CHANGES within 30 days of notice of code change may be subject to termination of contract.**
  - b. Upon award of contract resulting from this solicitation, **contractor must provide routine work schedule and holiday schedule to County in addition to any required or requested licenses, certificates etc. as per page 6, item #8, Special Provisions.**

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**7. COUNTY RESPONSIBILITY:**

- a. County shall provide copies of all checklists, elevator certificates, elevator data cards, applications, plans and specifications, and diagrams, where available, to install elevator equipment for contractor's use in fulfilling the requirements specified in a contract resulting from this solicitation.

If said documents (copies) are not available, Contractor shall assist County in obtaining these documents.

The Contractor must not at any time assume possession or control of any parts, drawings, manuals, logs, certificates, or other documentation of the equipment. Such material shall remain on-site and be the property of the County.

- b. The County is responsible for the cost of all required non-covered parts.

**8. EXCLUSIONS:**

- a. rail alignment when affected by building shifting or compression;
- b. doors, door frames, sills, car interior finishes, flooring, suspended ceilings, car frames and platforms;
- c. lighting – other than emergency car lighting
- d. waterproofing'
- e. air conditioning of mechanical rooms;
- f. underground piping, plungers and cylinders;
- g. telephone lines beyond the machine room connection point, CCTV and intercoms;
- h. heat or smoke sensors or communications or safety signaling equipment not installed by the manufacturer
- i. power sources to and including elevator disconnects;
- j. instructions or warnings used by passengers in connection with its use,
- k. pumps, pump motors, operating/leveling valves, and relief valves,
- l. wire rope lift motors, motor generators, motor windings, rotating elements, and commutators,
- m. wire ropes, hoisting ropes, and ropes for drum machines.

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**TERMS, CONDITIONS AND SPECIFICATIONS**  
**(Term Contract for Services/Supplies)**  
**ELEVATOR PREVENTIVE MAINTENANCE, REPAIR AND TESTING SERVICES**

**TECHNICAL SPECIFICATIONS**

- 1. PREVENTIVE MAINTENANCE SERVICES:** The Contractor must provide monthly preventive maintenance services to include but not be limited to: **Inspections, Lubrications, Adjustments and Cleaning.**

**A. Inspections:**

1. inspect equipment on a monthly basis,
2. follow basic procedures recognized by the elevator service industry, including inspection of all features or components which are considered part of a routine examination, required by Code, or recommended by the elevator manufacturer;
3. perform necessary tests to ensure all circuits and time setting are properly adjusted at least annually, and any time proper adjustment is questioned.
4. inspect all wire ropes in accordance with procedures stated in ASME A17.2.1 Inspectors Manual for Electrical elevators at an interval not less than every six (6) months and adjust and shorten all wire ropes whenever prescribed by the requirements of A17.1 Safety Code for elevators and Escalators. Also repair and/or replace fixed electrical wiring and repair traveling conductor cables,
5. replace all worn, damaged or broken items; replacement must occur during the course of scheduled preventive maintenance when replacement will prevent an unscheduled shutdown and/or ensure continued normal operation of the unit or which otherwise will extend the useful life of the unit. Replacement parts must be made using parts supplied by or authorized by the original equipment manufacturer and must retain status of labeled devices where applicable,
6. log monthly service on log sheet in machine room for each elevator,
7. perform and document the firemen's service, phase 1 and 2.
8. Contractor must maintain all equipment to provide uninterrupted service in accordance with all requirements of the latest editions of the following:
  - a. ASME (American Society of Mechanical Engineers, 345 East 47<sup>th</sup> Street, New York, NY 10017)
  - b. ANSI (American National Standards Institute, 1430 Broadway, New York, NY 10018)
  - c. ANSI/ASME A17.1 – Safety Code for Elevators and Escalators
  - d. ANSI/ASME A17.2 – Guide for Inspection of Elevators, Escalators and Moving Walks
  - e. ANSI/ASME A17.3 – Safety Code for Existing Elevators and Escalators
  - f. Florida Statutes, Chapter 399, Elevator Safety
  - g. Florida Accessibility Code as it relates to elevators and escalators
9. inspect and report condition of the following:
  - a. rail alignment when affected by building shifting or compression
  - b. doors, door frames, sills, car interior finishes, flooring,
  - c. above ground plungers and cylinders

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- d. pumps, pump motors, operating/leveling valves, and relief valves
- e. wire rope lift motors, motor generators, motor windings, rotating elements, and commutators
- f. wire ropes, hoisting ropes, and ropes for drum machines.

**B. Lubrication:**

- 1. lubricate equipment applied at intervals recommended by original equipment manufacturer or as use of equipment dictates,
- 2. lubricate guide rails, except where roller guides are used and when necessary to renew guide shoe inserts, or roller guides when used, to promote smooth and quiet operation

**C. Adjustment:**

- 1. adjust equipment as necessary and when operation of the equipment varies from its normal or originally designed performance standards, as a result of normal wear and use,
- 2. furnish and maintain hydraulic fluid at the optimum operating level, equipment shall be maintained to provide a comfortable ride without jerking, uneven leveling, cavitation, or difficult door movement;
- 3. re-packing shall be performed as needed to provide a comfortable and safe ride, not to exceed five (5) gallons per month in spill bucket;
- 4. program and/or re-program elevators to maintain continuous operation
- 5. adjust program and/or re-program according to manufacturer's rated speeds and per Code so as to maintain a fluid operation, up and down including transition speeds, i.e. running speed, acceleration, deceleration, landing and leveling and floor to floor time including door opening and closing times, and even leveling with the floor levels.

**D. Cleaning:**

- 1. clean equipment, machine room, machinery space, hoistway, wellway and pit
- 2. clean machine room so as to be free of miscellaneous materials, grease or dirt;
- 3. clean oil spills in hoistway pit due to packings leaking excessively, leaking piping or other cause;
- 4. properly dispose of all hazardous waste materials resulting from maintenance or repair work performed by contractor, subcontractor or any of their employees;
- 5. paint equipment at intervals to prevent rusting and preserve equipment.

- 2. REPAIR/REPLACEMENT SERVICES:** Contractor must perform all repairs in accordance with the Florida Uniform Statewide Building code, adopted by rule 9B-3.047, Florida Administrative Code-Elevators, Chapter 30, Sections 3001 – 3004.

**As conditions or usage warrant, Contractor shall repair/replace and/or service the following parts or items:**

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1. plunger packing, v-belts, strainers, regulators, controllers including relays, contacts, contactors, starters, timers, coils, magnet frames and control wiring;
2. re-lamp all signals during scheduled visits during normal business hours,
3. controllers, selectors and dispatching equipment, relays, solid state components, hoistway car position sensors, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment,
4. repair door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car safety mechanisms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting,
5. hoistway door interlocks and hangers, door clutches, door restrictors, all door guides, including bottom, auxiliary door closing devices, tracks, car door contacts, door protective devices, all door guides, car and corridor operating stations, alarm bell and buffers,
6. coated steel belts, and conductor cables and hoistway and machine room elevator wiring,
7. machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft
8. bearings, brake, brake pulleys, brake coils, contacts, linings, belts, and component parts,
9. motor and generator brushes, brush holders and bearings,
10. governor, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies and compensating sheave assemblies,
11. check valve, strainers, springs, gaskets, plunger packings, exposed and above ground piping, screens, filters, hoses, hydraulic fluid tanks and hydraulic fluid,
12. fixtures, including car and hall button stations, master indicator control panels, all signal fixtures including contacts, call buttons, key switches, locks, signal lamps and sockets, up/down bells, and position indicating equipment,
13. accessory equipment including all accessory elevator equipment installed prior to commencement of a contract resulting from this solicitation.
14. **Unless specifically excluded under “exclusions”, on page 13, item 8, the above items are considered covered items that shall be repaired/replaced at the Contractors expense as part of the contract awarded as a result of this solicitation.**

- 3. TESTING SERVICES:** Contractor must provide and schedule a third party certified elevator inspector to provide a copy of timely annual inspection report that ensures Florida Statute, Chapter 399, and ASME A17.1 Elevator codes and maintenance requirements are met. **These inspections shall be required for all elevators in this contract.**  
The Certified Inspector’s annual elevator report includes but is not limited to:

1. Annual no-load test and annual pressure relief valve test for hydraulic units.
2. Annual no-load test and five year full load test including full speed test of safety mechanisms, over-speed governors, and car buffers for traction elevators.

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A copy of the Certified Elevator Inspector's written report must be submitted to Facilities Maintenance Manager no later than upon submission of original to the State of Florida.

**Any major shutdown for preventive maintenance and/or repair shall be coordinated through the Facilities Maintenance Manager or designee.**

- 4. QUESTIONS:** Questions regarding these performance specifications must be submitted in writing via facsimile transmission to (352) 754-4199 or email to Kathleen Buffum at: [kbuffum@hernandocounty.us](mailto:kbuffum@hernandocounty.us)

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**BID FORM – PREVENTIVE MAINTENANCE, REPAIR AND TESTING SERVICES**

	<b><u>LOCATION</u></b>	<b><u>TYPE</u></b>	<b><u>QUANTITY</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
(1)	Emergency Communications and Operations Center (ECOC) 18900 Cortez Blvd. Brooksville, FL 34601	Hydraulic Manufacturer: Schindler No. of Stops: 2 No. of Openings: 2	1	\$ _____	\$ _____
(2)	Utilities Department – Admin. 21030 Cortez Blvd. Brooksville, FL 34601	Hydraulic Manufacturer: Control Elevator Systems No. of Stops: 2 No. of Openings: 2	1	\$ _____	\$ _____
(3)	Records Storage 234 E. Jefferson Street Brooksville, FL 34601	Traction Manufacturer: Otis No. of Stops: 3 No. of Openings: 3	1	\$ _____	\$ _____
(4)	Old Courthouse 20 North Main Street Brooksville, FL 34601	Traction Manufacturer: US No. of Stops: 4 No. of Openings: 4	1	\$ _____	\$ _____
(5)	Government Center 20 North Main Street Brooksville, FL 34601	Hydraulic Manufacturer: Mowrey No. of Stops: 5 No. of Openings: 5	5	\$ _____	\$ _____
<b><u>COMBINED TOTALS (#1 THRU #5)</u></b>				\$ _____	

**Any change that increases or decreases the number of elevators to be serviced for Preventive Maintenance, Repair(s) and Testing Services will be charged or discounted at a price equal to the corresponding Make/Model of an elevator for which a price is given on the Bid Form.**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**CONTACT PERSON/TITLE**

\_\_\_\_\_  
**MAILING ADDRESS**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**CITY, STATE AND ZIP CODE**

\_\_\_\_\_  
**TELEPHONE/FAX NUMBER/EMAIL ADDRESS**

**TERMS, CONDITIONS AND SPECIFICATIONS**  
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**HERNANDO COUNTY - REFERENCE SHEET**

Bidders must submit at least three (3) references of firms, organizations and/or governmental agencies for which services of similar size and scope as this bid have been performed. **Failure to submit said references may render Bidder's proposal non-responsive.**

**FIRM NAME AND ADDRESS**

**CONTACT PERSON**

**TELEPHONE/FAX NUMBERS**

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