

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

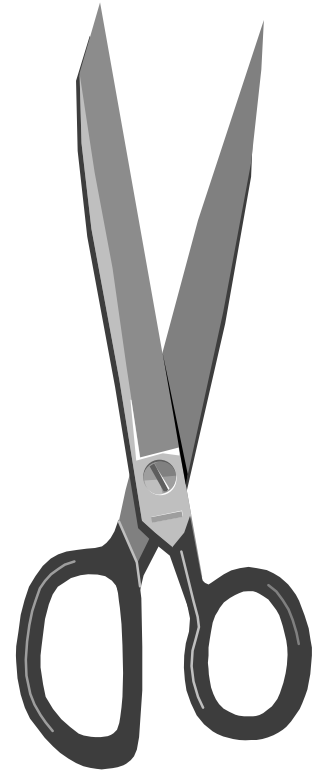
SEALED BID NO.: 067-0157-B (MW)

BID TITLE: Services - Elevator Maintenance
Countywide

DUE DATE/TIME: January 25, 2007 @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this bid. Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

**SUBMIT
BID TO:**

Pinellas County Board of County Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

INVITATION TO BID

**PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID TITLE: Services - Elevator Maintenance Countywide**PRE-BID CONFERENCE: NOT APPLICABLE****DATE/TIME:****BID NO.: 067-0157-B (MW)****www.pinellascounty.org**

**BID SUBMITTAL IS DUE: January 25, 2007 @ 3:00 P.M. AND MAY
NOT BE WITHDRAWN FOR 60 DAYS AFTER SUCH DATE AND TIME**

**DEADLINE FOR WRITTEN QUESTIONS: January 12, 2007 by 3:00
P.M. MUST BE SUBMITTED TO MICHAEL WILSON AT
mwwilson@co.pinellas.fl.us**

PHONE: 727-464-3311 FAX 727/464-3925

ISSUE DATE**December 15, 2006****COMMISSIONERS**

**KENNETH T. WELCH - CHAIRMAN
RONNIE DUNCAN - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
ROBERT B. STEWART**

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

**JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing**

SECTION A**GENERAL CONDITIONS OF INVITATION TO BID****1. PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that 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 not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

SECTION A - GENERAL CONDITIONS - CONTINUED

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten day period expires.**8. AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

SECTION A - GENERAL CONDITIONS - CONTINUED

9. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
10. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.
11. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
12. **COLLUSION:** The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
13. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
14. **BID TABULATION INQUIRIES:** Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.
15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.

SECTION A - GENERAL CONDITIONS - CONTINUED

19. **COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b. The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

21. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

SECTION A - GENERAL CONDITIONS - CONTINUED

25. ASBESTOS MATERIALS:

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. PAYMENT/INVOICES: The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, *et. seq.*, the Local Government Prompt Payment Act.

27. CANCELLATION:

(a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

(b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

(c) 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.

(d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

28. BIDDER CAPABILITY/REFERENCES: Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)

29. DELIVERY/CLAIMS: Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

30. MATERIAL QUALITY: All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

31. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS: No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. 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. The Purchasing Department will be unable to respond to questions received after the specified time frame.

32. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS: The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

SECTION A - GENERAL CONDITIONS - CONTINUED

33. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:** 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. In the case of multiple-term contracts, this provision shall apply separately to each term.
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protector or any member of the bidder's/proposer's/protector's staff, an agent of the bidder/proposer/protector, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.
38. **PROTEST PROCEDURE:**
As per Section 2-162 of County Code
1.
 - (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.
 - (b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
 - (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

SECTION A - GENERAL CONDITIONS - CONTINUED

PROTEST PROCEDURE - Continued

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) Authority to resolve. The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) Review of Purchasing Director's decision.

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(4) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

39. **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

40. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B SPECIAL CONDITIONS

Bid Title: **Services - Elevator Maintenance Countywide**
 Bid Number: **067-0157-B (MW)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Elevator and Dumbwaiter Maintenance Services Countywide**, as and when required.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of thirty-six (36) months from the date of contract award and any extension thereof.
4. **OPTION OF RENEWAL:**
 The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional thirty-six (36) months month period beyond the primary contract period. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or five percent (5%), whichever is less. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

 It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.
5. **AWARD OF BID:** Award of bid will be by Group.
6. **BID BOND/BID DEPOSIT/PERFORMANCE BOND:** N/A
7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract
9. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

SECTION B SPECIAL CONDITIONS - CONTINUED

10. **INVOICING:**

Invoices will be submitted monthly in a form which will, at a minimum, clearly identify each facility and its location, monthly rate, and purchase order number. Invoices will be submitted to:

(Groups 1 through 5)
Facility Management
509 East Avenue
Clearwater, Fl. 33756
Attention: Kip Scharlow

(Group 6)
Utilities Dept
145 Ft. Harrison
Clearwater, FL 33756
Attn: Utilities Finance

(Group 7)
St. Petersburg-Clearwater Airport
14700 Terminal Parkway
Clearwater, FL 33762
Attn: Nancy Pass

(Group 8)
Young Rainey – STAR Center
7887 Bryan Dairy Road Suite 120
Largo, FL 33777
Attention: Jeffrey A. Sibbach

(Group 9)
Pinellas County Traffic Control
211 US 19, Bldg 10
Clearwater, FL 33765
Attn: Mary Jung

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify 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 Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.
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 Retention's of whatever nature.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D -VENDOR REFERENCES

Bid Title: **Services - Elevator Maintenance Countywide**
Bid Number: **067-0157-B (MW)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____ 2. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____ 4. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS

Bid Title: **Services - Elevator Maintenance Countywide**

Bid Number: **067-0157-B (MW)**

1. **REQUIREMENTS:**

Bidders are to submit bids to provide full maintenance service for elevators designated at their respective locations.

Bids submitted shall include but not be limited to:

- A. All labor, services, parts, and equipment necessary to provide Pinellas County with an Annual Full Service Maintenance Program for Elevators on a monthly basis. Additionally included are all costs associated with carrying out any inspections required by Florida Statute, including third (3rd) party inspections.
- B. Pricing shall be defined by item number based upon a full thirty-six (36) month contract, commencing at date of execution of the contract, to include a grand total for all awarded locations.
- C. The vendor shall indicate the number of certified service representatives available to this account.
- D. Vendor shall provide an estimate and location of parts inventory, on hand, to service the required units, in conjunction with the service agreement provided.
- E. Maintain elevators at levels for compliance with State of Florida certification and include appropriate testing/tagging as required by the State of Florida.
- F. Contractor will not be held responsible for replacing currently operational equipment or parts subsequently declared obsolete by appropriate authority. The County will be responsible for replacement or alterations of systems, subsystems or components due to items becoming obsolete.
- G. Provide copies of all Preventative Maintenance Service Records for each month to the Manager Representative of each site.
- H. Proprietary equipment will be handled on a case by case basis.
- I. Downtime: If any elevator is down for more than seventy-two (72) hours (three days) the monthly fee for that elevator will be deducted from that months billing. This includes all normal repairs. For major repairs, such as motors etc. – the contractor will have up to one-hundred and sixty-eight (168) hours (seven days).
- J. The contractor will be responsible for the reprogramming and related work for all proprietary equipment. The contractor is required to repair and/or reprogram this type of equipment twice a year at no additional cost to the County. Proof of service shall be provided to each Manager Representative when accomplished.

2. **USE OF SITE:**

All work shall be performed without unnecessary interference. The Contractor shall confine operations at the sites to areas permitted by law, ordinances, permits, and the contract documents and shall not unreasonably encumber the site with any materials or equipment.

If a building contains only one (1) elevator and it needs to be shut down for more than 30 minutes at a time, where possible, prior arrangements must be made with that Management Representative designated for that site. **At no time will any elevator be down for maintenance or routine repairs longer than 72 hours.**

SECTION E – SPECIFICATIONS - CONTINUED

3. **OWNER'S RESPONSIBILITY**

It shall be the Owners responsibility to:

- A. Provide the Contractor with access to the elevator equipment.
- B. Maintain the drainage facilities for the pits, and repair any damage caused by excess water.
- C. Not use elevator machine rooms and equipment spaces for storage.
- D. Refinish cabs, hoist ways, and equipment room interiors.
- E. Give the contractor written notice of any accident, alteration or change affecting the elevator equipment.
- F. Inform the Contractor of assumed or confirmed asbestos-contained materials that are known to exist in areas that the Contractor will be working in.

4. **CONTRACTOR'S RESPONSIBILITY:**

The work required under this Contract shall include, but shall not necessarily be limited to, the following, with all labor, parts, components, material, supplies, equipment, etc., furnished by the Contractor, unless otherwise noted:

- A. Remove water from elevator pits, and maintain the drainage facilities for the pits, and repair any damage caused by excess water.
- B. Maintain Fluorescent lamps, ballasts and starters in the cabs.
- C. Maintain and service any telephone wiring between the cab and control board.
- D. Perform all other functions/procedures as outlined throughout this contract or required to insure that all elevators meet or exceed State of Florida certification requirements.
- E. Contractor's representatives to check in with the buildings Facility Manager Representative before performing maintenance and check out when completed, unless otherwise directed.
- F. **SECURITY CLEARANCES ARE REQUIRED TO BE APPROVED PRIOR TO START OF WORK.**

All persons working under this contract must have a criminal history background check performed and submitted to the appropriate contact person for the individual groups **(groups 1-9)** 5 days before being allowed to work in any facility. The Contractor will provide background checks through third party private agencies licensed to provide background checks. These background checks will be provided to the local contact person to be forwarded to the Sheriff **(Groups 1 thru 5)** and/or evaluated by the groups building manager **(Groups 6 thru 9)**. The Contractor will not charge Pinellas County for providing or having the third party private agencies conduct the background checks.

Contractor shall fill out such forms as required for security clearances by Pinellas County Sheriffs Department. No contract employee will be allowed to work in County facilities until clearance is received and ID badge is made. Badges are to be worn at all times when contract employees are working in the buildings. The area Facility Manager will enforce security clearance policies. Security Policies may change over the course of this contract and the contractor is expected to meet these changing requirements and any associated costs.

(Extended Procedure For Group #3 Detention)

Please allow 5 – 7 business days for security clearance at Group #3 Detention Section. Please contact Elena Weeks or Ray Kosach at 727-464-6972 for procedure for security clearance.

Security Clearance for Group 8 for two (2) elevators is needed to enter the Raytheon Facility. They will need Security Clearance - NO ESCORT WILL BE PROVIDED BY STAR CENTER.

SECTION E – SPECIFICATIONS - CONTINUED

5. **PREVENTIVE MAINTENANCE:**

A. Equipment Examination.

1. The Contractor shall inspect the equipment monthly.
2. The examinations shall identify any equipment conditions that may impair the normal operation of the equipment.
3. When the corrective action is found to be the responsibility of the Contractor, the contractor shall proceed immediately to make replacement, repairs and corrections. When the Manager Representative agrees that the required work is not the Contractor's responsibility, the Contractor shall submit a report to the Manager Representative detailing the necessary corrective action.
4. Items of an emergency nature shall be communicated to the Facility Manager immediately and followed up in written form.
5. Examinations of the equipment shall follow the appropriate basic procedures.
6. Shall meet or exceed State of Florida certification requirements per the State of Florida Statutes, Chapter 399, Elevator Safety.

B. Equipment Cleaning:

1. The Contractor shall clean the equipment monthly in order to maintain a clean condition and maximize the life of the equipment.
2. The Contractor shall not be responsible for cleaning any equipment made necessary by a result of improper janitorial or building maintenance functions. All such situations should be reported to the buildings Facility Manager Representative.
3. The Contractor shall report any items that require the attention of the building management staff to the Facility Manager. Such reports shall be in written form, dated, and signed by the Contractor and shall be submitted to the Facility Manager as often as deemed necessary.
4. The Contractor shall paint the machine room floor during the first month of each contract year. All paints must be approved by the Manager Representative.
5. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations and from leaks and spillage from equipment. Upon completion of the work, he shall remove all his waste materials and rubbish from and about the installation, as well as all his tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.
6. Shall meet or exceed certification requirements per State of Florida Statutes, Chapter 399, Elevator Safety.

C. Equipment Painting

1. The Contractor shall maintain and paint the equipment at intervals frequent enough to ensure a professional appearance, prevent rusting, and preserve the equipment.
2. All paint shall be suitable for purpose intended and be of high quality. Application of paint shall in all circumstances comply with applicable local codes and/or current ASME codes. All paints must be approved by the Manager Representative.
3. Shall meet or exceed State of Florida certification requirements as per State of Florida Statutes, Chapter 399, Elevator Safety.

SECTION E – SPECIFICATIONS - CONTINUED**PREVENTIVE MAINTENANCE – CONTINUED**

D. Equipment Lubrication

The Contractor shall lubricate the equipment. Lubricants shall be applied at the intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractors shall in conjunction with this written specification, adhere to ASME (American Society of Mechanical Engineers) A17.1 Section 8.6.1.6 General Maintenance Methods and Procedures, excluding para. 8.6.1.6.5 (Facility Operations shall supply fire extinguishers), 8.6.2 Repairs, 8.6.4 Maintenance of Electric Elevators.

E. Equipment Adjustment

1. The Contractor shall adjust the equipment. When the operation of the equipment varies from its normal or originally designed performance standards as a result of normal wear and use, the Contractor shall make the necessary adjustments to correct for proper operation.
2. Adjustments shall be made by qualified individuals properly equipped with tools and instruments, employed by the Contractor, no subcontracting is allowed. Adjustments shall be made at regular intervals frequent enough to maintain the elevator in normal operating condition and to preserve the useful life of the part or assembly.
3. Parts or assemblies which have worn (or otherwise deteriorated beyond "normal" adjustment limits) shall be replaced or repaired as indicated hereafter.
4. Contractors shall in conjunction with this written specification, adhere to ASME A17.1 Section 8.6.1.6 General Maintenance Methods and Procedures, excluding para. 8.6.1.6.5 (Facility Operations shall supply fire extinguishers).
5. Shall meet or exceed State of Florida certification requirements per State of Florida Statutes, Chapter 399, Elevator Safety.

6. **PERIODIC INSPECTIONS AND TESTING:**

- A. The Contractor shall perform periodic tests on the elevator components. The periodic tests shall be conducted at the frequency stated in the ASME A17.1 Safety Code for Elevators and Escalators but not less than Section 6.4.A.1 of these specifications. The periodic tests shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators and ASME A17.2 Inspectors Manual. Test results shall be recorded on forms acceptable to the Owner.
- B. The Contractor shall not be held responsible or liable for any damage to the building or elevator equipment resulting from the periodic test, unless such damage is due to their negligence in conducting such test.
- C. Within the first year of this contract, the contractor shall coordinate, manage and perform the **5 year periodic test** on all applicable elevators. The periodic tests shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators and ASME A17.2 Inspectors Manual. Test results shall be recorded on forms acceptable to the Owner. Any conditions found that prove to be or have immediate potential to be, injurious to the equipment and/or personnel using the equipment, shall be reported immediately verbally and in writing with cause and recommendations of remedies and associated cost if remedies are outside the scope of this maintenance contract.
- D. Periodic inspections as performed by City, County, State or federal government and/or insurance agencies or their representatives are specifically not in this Contract and do not satisfy the requirements herein specified.

SECTION E – SPECIFICATIONS - CONTINUED

- E. Third Party inspections to be included in this contract. Contractor to schedule, arrange and document performance. . (EXCEPTIONS, Groups 1 thru 5 will provide third party inspector thru a current Facility Management contract. It still remains the responsibility of the Elevator Maintenance contractor to schedule and arrange with the designated third party inspector for all periodic test and inspection requirements.)
- F. Contractors shall in conjunction with this written specification, adhere to ASME A17.1 Section 8.11 Periodic Inspections and Test.

7. **CALLBACK SERVICE:**

"Callback" is defined as a request from the Manager Representative for the Contractor to correct a specific elevator problem and/or condition before the next scheduled preventive maintenance visit.

1. Normal Callback Service:

Normal Callback Service shall be provided during regular working hours for the building at no additional charge. **The Contractor shall respond to a normal callback within a maximum of two (2) hours from the time the request for service is made.** In the event overtime, Saturday, Sunday or holiday work is required to complete the task, prior approval shall be obtained from the Manager Representative, and only the premium portion of the overtime labor rate will be paid by the Owner. The straight time portion of the rate is a part of the contract price. The overtime labor rate shall not exceed one point five (1.5) times the quoted hourly rate.

2. Emergency Callback Service:

Emergency Callback Service shall be provided after regular daily and weekly working hours for the building with only the premium portion of the overtime labor rate to be paid by the owner. The overtime labor rate shall not exceed the prevailing union scale in the geographical area in which the work is performed. The straight time portion of the rate is part of the contract price. The Contractor shall respond to an emergency callback within a maximum of sixty (60) minutes from the time the request is made.

The Contractor shall have a service ticket on each callback so that a responsible person at the facility being serviced can sign the ticket. A copy of the ticket shall be left with that person to be delivered to the Manager Representative.

8. **WORK NOT INCLUDED:**

The contractor will not:

- A. Be required to make any renewals, replacements or repairs necessitated by negligence, abuse, misuse of the equipment or by any other cause beyond the Contractor's control except ordinary wear and tear.
- B. Assume responsibility for any items of elevator equipment not included in the Contract or items in the Contract which are specifically excluded.
- C. Make alterations to the elevators equipment, including control circuits, without prior written approval from the Owner.

SECTION E - SPECIFICATIONS

9. **PERSONNEL AND EQUIPMENT:**

The Contractor shall provide State certified technicians as required as per the State of Florida Statutes, Chapter 399, Elevator Safety. The contractor is to provide the technicians with all needed and required tools and instruments at no additional cost to the County. Pinellas County will not provide any tools or instruments. All personnel conducting monthly maintenance or callbacks will be dressed in a company approved uniform that identifies the company and the service representative. All vehicles used to perform regular maintenance or respond to callbacks must be identified with the companies name. All contract employees will be cleared through the Pinellas County Sheriffs Office and the Jail to work in Court and Sheriff's facilities prior to being sent to perform work on County premises.

10. **EMERGENCY SERVICE RESPONSE:**

All emergency service requests shall be responded to within 60 minutes after the initial telephone request by authorized County personnel. Normal service hours shall be 8:00 a.m. to 5:00 p.m., Monday thru Friday. Service beyond normal hours will be considered overtime and will be charged accordingly. All overtime hours must have prior approval by the Manager of the site. Every effort shall be demonstrated to minimize elevator downtime at all locations.

11. **SITE INSPECTIONS / APPOINTMENTS:**

Site inspections will be arranged through the Facility Manager Representatives at the following locations: All phone numbers are the 727 area code. **A schedule of dates and times the equipment listed will be available for inspection will be published via addendum.**

Group #1	North Section	Ron Manning	464-3488
Group #2	Central Section	Joe Manninen	464-6151
Group #3	Detention Section	Elena Weeks Ray Kosach	464-6972 464-6972
Group #4	Mid-County Section	Ron Manning	464-3488
Group #5	South Section	Keith Royster	582-7738
Group #6	Utilities (South Cross WWTP)	Jim Dulaney	582-7015 Cell: 580-1327
	Utilities (W E Dunn WRF)	Jim Fletcher	453-6741
	Utilities (14 S Ft Harrison)	Wayman Bailey or Alan Bollenbacher	464-4216 453-3370
Group #7	St. Pete-Clearwater Airport	Nancy Pass	453-7832
Group #8	Young-Rainey STAR Center	Jeffrey Sibbach	541-8713 Cell: 580-6257
Group #9	Traffic Control Center	Mary Jung	464-8957

SECTION F - BID SUMMARY

Bid Title: **Services - Elevator Maintenance Countywide**
 Bid Number: **067-0157-B (MW)**

BUILDINGS - LOCATIONS AND GROUPS

GROUP #1: NORTH SECTION

All Group 1 Locations are in Clearwater, Florida

ITEM	Building & Location	Description	Make	QTY	Per Month	Cost For 36 Months
1.	310 Court Street	2 stop serial #22442	Otis	1	\$	\$
2.	310 Court Street	3 stop serial #61468 #61469	Kone	2	\$	\$
3.	Annex Building 400 S. Ft. Harrison Ave.	6 stop serial #61321	Miami	1	\$	\$
4.	Annex Building 400 S. Ft. Harrison Ave.	7 stop serial #5785	Otis	1	\$	\$
5.	Annex Building 400 S. Ft. Harrison Ave.	4 stop serial #2097	Bryce	1	\$	\$
6.	Annex Building 400 S. Ft. Harrison Ave.	2 stop (for the H/C) 4 TH Floor – Personnel serial #61321	Savaria	1	\$	\$
7.	Courthouse 315 Court St.	7 stop serial #5782 #5783 #5784	Otis	3	\$	\$
8.	Courthouse 315 Court St.	2 stop (for the H/C) 1 ST Floor – Room 170 serial #594503	Savaria	1	\$	\$

SECTION F - BID SUMMARY - CONTINUED

BUILDINGS - LOCATIONS AND GROUPS

GROUP #1: NORTH SECTION - CONTINUED

All Group 1 Locations are in Clearwater, Florida

ITEM	Building & Location	Description	Make	QTY	Per Month	Cost For 36 Months
9.	Judicial Annex 315 Court St.	3 stop serial #7115	Montgomery	1	\$	\$
10.	Technical Services Bldg 440 Court St.	4 stop serial #21220 #21221	Delta	2	\$	\$
11.	324 S. Ft. Harrison Ave.	3 stop serial #52046	Atlantic	1	\$	\$
12.	509 East Ave	2 stop serial #46751	Otis	1	\$	\$
13.	509 East Ave.	2 stop serial #1218	Otis	1	\$	\$
14.	509 East Ave.	2 stop (for the H/C) 1 st Floor – Records serial #55185	Miami	1	\$	\$
15.	5512 S. Ft. Harrison Ave.	2 stop serial #37974	Miami	1	\$	\$
					\$ _____	\$ _____
		TOTALS GROUP 1				

SECTION F - BID SUMMARY - CONTINUED

GROUP #2: CENTRAL SECTION

All Group 2 Locations are in Clearwater, Florida

ITEM	Building & Location	Description	Make	QTY	Per Month	Cost For 36 Months
16.	Criminal Justice Center 14250 49 th St. N.	4 stop serial #31339 #31340	General	2	\$	\$
17.	Criminal Justice Center 14250 49 th St. N.	4 stop serial #31346 #31347	General	2	\$	\$
18.	Criminal Justice Center 14250 49 th St. N.	2 stop serial #31341	General	1	\$	\$
		TOTALS GROUP 2			\$_____	\$_____
Group 3	DETENTION SECTION					
All Group 3 Locations are in Clearwater, Florida						
19.	Juvenile Services Center 14500 – 49 th St. N.	2 stop serial #24530	General	1	\$	\$
20.	Max Booking Tunnel to Courts Max Security Jail 14400 49 th St. N.	2 stop serial #31343	General	1	\$	\$
21.	Maximum Security Jail 14400 49 th St. N.	2 stop serial #33344	Dover	1	\$	\$
22.	Maximum Security Jail 14400 49 th St. N.	5 stop Serial #38942 #38943	Westing house	2	\$	\$
		TOTALS GROUP 3			\$_____	\$_____

SECTION F - BID SUMMARY - CONTINUED

GROUP #4: MID-COUNTY SECTION
 All Group 4 Locations are in Largo, Florida

ITEM	Building & Location	Description	Make	QTY	Per Month	Cost For 36 Months
23.	Sheriff's Admin Building 100 1075 Ulmerton Rd	2 stop 4 Opening serial #5741	Dover	1	\$	\$
24.	Sheriff's Admin. Annex 1075 Ulmerton Road	3 stop serial #39122	General	1	\$	\$
25.	Sheriff's Admin. Annex 1075 Ulmerton Road	2 stop dumbwaiter serial #39395	Matot	1	\$	\$
26.	Sheriff's Admin Building Building 400 1075 Ulmerton Road	3 stop serial #28391	General	1	\$	\$
27.	Emergency Medical Services 12490 Ulmerton Road	2 stop serial #45319 #45320	General	2	\$	\$
28.	Medical Examiners 10900 Ulmerton Road	2 stop serial #73141	Otis LVM 3000	1	\$	\$
29.	Medical Examiners 10900 Ulmerton Road	2 stop serial #47173	Matot Dumb- waiter	1	\$	\$
		TOTALS GROUP 4			\$	\$

SECTION F - BID SUMMARY - CONTINUED

GROUP #7: ST. PETE-CLEARWATER INTERNATIONAL AIRPORT
 All Group 7 Locations are in Clearwater, Florida 33762

ITEM	Building & Location	Description	Make	QTY	Per Month	Cost For 36 Months
39.	#1 Terminal Building 14700 Terminal Parkway	2 stop serial #42302	Otis	1	\$	\$
40.	#2 Terminal Building 14700 Terminal Parkway	2 stop serial #50347	Montgomery	1	\$	\$
TOTALS GROUP 7					\$	\$
Group 8	Young-Rainey STAR Center					
All Group 8 Locations are in Largo, Florida 33777						
41.	7887 Bryan Dairy Road	2 stop serial #54321 #54322 #54323 #54324	Montgomery	4	\$	\$
42.	7887 Bryan Dairy Road	3 stop serial #18343	Otis	1	\$	\$
43.	7887 Bryan Dairy Road	2 stop serial #18346	Dover	1	\$	\$
44.	7887 Bryan Dairy Road	2 stop serial #18347	General	1	\$	\$
45.	7887 Bryan Dairy Road	2 stop serial #18344 Dumbwaiter	Montgomery Guilbert- Energy	1	\$	\$
TOTALS GROUP 8					\$	\$
Group 9	Traffic Control Center					
46.	Pinellas County Traffic Control – 22211 US 19, Bldg 10, Clearwater, FL	2 stop serial #44086	Otis	1	\$	\$
TOTALS GROUP 9					\$	\$

SECTION F - BID SUMMARY - CONTINUED

BID SUMMARY PAGE

**ELEVATOR MAINTENANCE
067-0157-B (MW)
Thirty-Six (36) Month Totals By Group**

TOTAL GROUP 1	NORTH SECTION	\$ _____
TOTAL GROUP 2	CENTRAL SECTION	\$ _____
TOTAL GROUP 3	DETENTION SECTION	\$ _____
TOTAL GROUP 4	MID-COUNTY SECTION	\$ _____
TOTAL GROUP 5	SOUTH SECTION	\$ _____
TOTAL GROUP 6	UTILITIES	\$ _____
TOTAL GROUP 7	ST. PETE-CLEARWATER AIRPORT	\$ _____
TOTAL GROUP 8	YOUNG-RAINEY STAR CENTER	\$ _____
TOTAL GROUP 9	TRAFFIC CONTROL CENTER	\$ _____
	TOTAL BID	\$ _____

The following will not be used to determine award

UNSPECIFIED WORK (PARTS/SERVICE)	\$ <u>40,000.00</u>
STRAIGHT TIME/NON CONTRACT ITEMS RATE PER HOUR	\$ _____
OVERTIME/WEEKEND/HOLIDAY RATE PER HOUR	\$ _____

SECTION F CONTINUED ON NEXT PAGE

SECTION F - BID SUMMARY - CONTINUED

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR_AWARENESS OF THIS POLICY.

PAYMENT TERMS: _____% _____ DAYS,
NET _____

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

BID DEPOSIT, WHEN REQUIRED IS ATTACHED
IN THE AMOUNT OF \$ _____

***REMIT TO NAME (AS SHOWN ON INVOICE)**

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED
TO SIGN THIS BID FOR THE BIDDER.

BIDDER ADDRESS

CITY STATE ZIP

AUTHORIZED SIGNATURE

TELEPHONE FAX

PRINT NAME AND TITLE

FEDERAL EMPLOYEE ID NO. (FEIN)

DATE:

E-MAIL ADDRESS:
(ACCOUNT REPRESENTATIVE)

COMPANY EMAIL ADDRESS:
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	
TAXPAYER ID & CERTIFICATION W9	

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see www.sunbiz.org website for this division. It is essential for you to fill out the W9 on the next page and return it with your bid. Thank you.

Form W-9
 (Rev. November 2005)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2:

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

SECTION G - ADDENDUM ACKNOWLEDGMENT FORM

Bid Title: **Services - Elevator Maintenance Countywide**

Bid No: **067-0157-B (MW)**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW – PLEASE RETURN SIGNED SHEET WITH YOUR BID PACKAGE:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
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Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department’s website at, www.pinellascounty.org/purchase, listed under category ‘Current Bids’.

SECTION H - STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. **Thank you.**

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for No. **067-0157-B (MW)** for **Elevator Maintenance Service Countywide**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

**BOARD OF COUNTY
COMMISSIONERS**

RONNIE DUNCAN – CHAIRMAN
ROBERT B. STEWART – VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

January 5, 2007

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Services – Elevator Maintenance Countywide

BID NUMBER: 067-0157-B (MW)

BID SUBMITTAL IS DUE: January 25, 2007 @ 3:00 P.M.

DEADLINE FOR WRITTEN
QUESTIONS REMAINS: January 12, 2007 BY 3:00 P.M.

ADDENDUM NO. 1

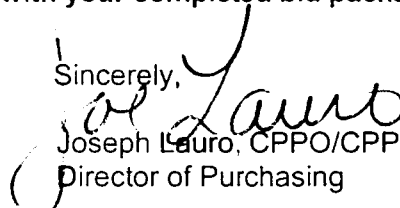
Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid:

ELEVATORS SITE VISIT SCHEDULE

1) See attached schedule of site visits.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 28 under Addendum No. 1 and return the signed sheet with your completed bid package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing

ELEVATOR MAINTENANCE SCHEDULE OF SITE VISITS
January 2007

PINELLAS COUNTY INVITATION TO BID #067-0157-B (MW)

Bids Due: January 25, 2007 @ 3:00 p.m.

Available dates for site visits are scheduled as follows:

(Please report at 303 Chestnut St., Clearwater for Groups 1 and 4)

Group 1 – North Section,	1/10/07 – 9:00 a.m.
Group 4 – Mid County (SAB)	1/10/07 - 11:00 a.m.
Group 7 – Airport	1/10/07 - 2:00 p.m.
Group 2 – Central	1/11/07 – 9:00 a.m.
Group 3 – Detention	1/11/07 - 10:00 a.m.
Group 5 – South Section	1/11/07 – 2:00 p.m.
Group 6 – South Cross	1/12/07 – 9:00 a.m.
- 14 S. Ft Harrison	1/12/07 – 10:30 a.m.
- W. E. Dunn	1/12/07 – 1:30 p.m.
Group 8 – Young Rainey Star Center	1/16/07 – 9:00 a.m.
Group 9 – Traffic Control	1/16/07 – 10:30 a.m.

Dates are set as shown. Please call a day in advance to confirm. Contact persons and phone numbers are found on page 18 of the Invitation to Bid.

**BOARD OF COUNTY
COMMISSIONERS**

RONNIE DUNCAN – CHAIRMAN
ROBERT B. STEWART – VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

January 11, 2007

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Services – Elevator Maintenance Countywide

BID NUMBER: 067-0157-B (MW)

BID SUBMITTAL IS DUE: January 25, 2007 @ 3:00 P.M.

DEADLINE FOR WRITTEN
QUESTIONS REMAINS: January 12, 2007 BY 3:00 P.M.

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid:

QUESTIONS AND RESPONSES

1) On page 14 of 29 under Contractor's Responsibilities, it states the contractor will be responsible for the removal of all water from elevator pits and will also be responsible for maintaining and drainage systems, as well as repair any damage caused by water in the elevator pits. Is there any way you can delete this clause from the spec? Typically in our industry we are only responsible for items we can prevent from breaking. There is no way we can prevent an elevator pit from filling up with water, nor can we prevent any damage that may be caused from the water.

County Response: We agree that the Contractor should not be held responsible for the drainage system. Replace paragraph 4.A on page 14 with the following:

Maintain Elevator pits and hoistways as per ASME A17.1-2004, 8.6.4.7 Cleaning of Hoistways and Pits

2) On page 4 – General Conditions Article 19: Can the following language be added as clarification? "Vendor's duty to indemnify is limited to the full extent as is allowed by the laws of the State of Florida and not beyond any extent which would render these provisions void or unenforceable."

County Response: With respect to Article 19, the language will remain as is.

3) Under Section C - Insurance and Indemnification Requirements:

A. Article I.B.4 on page 10: Can you delete the additional insured requirement. In lieu of, Contractor will provide an Owner's and Contractor's Protective Liability Policy which lists Pinellas County, Board of County Commissioners as Named Insured. Limits to be \$1,000,000.

County Response: If the winning bidder takes exception to our language in I.B.4 in regards to additionally insured, we will allow the request above at that time.

B. Article I.C on page 11: Can you delete the waiver of subrogation requirement?

County Response: No changes will be allowed to Article I.C. on page 11.

C. Can the County add the following language as clarification: "Contractor shall not be liable for damage or delay caused directly or indirectly by embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, flood, or any cause beyond Contractor's control. Regardless of the type of delay, Contractor shall not be liable for consequential damages."

County Response: The following is hereby added to this contract in Section C:

"Contractor shall not be liable for damage or delay caused directly or indirectly by embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, or flood."

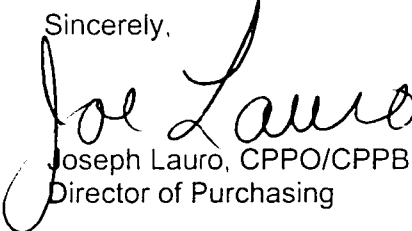
D. Is this considered a High Risk Contract?

County Response: No

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 28 under Addendum No. 2 and return the signed sheet with your completed bid package.

Sincerely,


Joseph Lauro, CPPO/CPPB
Director of Purchasing