

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes ☒ No #2 Yes ☒ No #3 Yes ☒ No #4 Yes ☒ No

Bidder: Cooper McCormick Company: TK Elevator

Address: 4330 SW 29th Ave., Gainesville, FL 32608

Authorized Signature: *J. Cooper McCormick* Title: Account Manager

Clearly Print Name: Cooper McCormick

Phone: (813)351-971 Fax: (866)785-6088 Date: 4/28/2021

Email Address: cooper.mccormick@tkelevator.com

EXHIBIT A

BID FORM

BID: **22-8 Annual Elevator Services**

E-BID OPENING DATE: **2:00 pm, Wednesday, April 28, 2021**

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Covered Services Rate Emergency After Hours Repairs		
Item		\$ Overtime Hours
Labor Rate For Repairs, per Hour, 1 st Person		\$350.00 /hour
Labor Rate For Repairs, per Hour, 2 nd Person		\$250.00 /hour
Non-Covered Services Hourly Rate During Working Hours (8:00am to 5:00pm)		
Item		\$ Standard Hours
Labor Rate For Repairs, per Hour, 1 st Person		\$205.00 /hour
Labor Rate For Repairs, per Hour, 2 nd Person		\$100.00 /hour
Mark up % for non-covered parts <u>25%</u>		
Non-Covered Services Rate Emergency After Hours Repairs		
Item		\$ Overtime Hours
Labor Rate For Repairs, per Hour, 1 st Person, 2 Hour Minimum		\$350.00 /hour
Labor Rate For Repairs, per Hour, 2 nd Person, 2 Hour Minimum		\$250.00 /hour
Mark up % for non-covered parts <u>25%</u>		

J. Cooper McCormick 4/28/2021

COVERED SERVICES DURING WORKING HOURS

Building Location	Elevator/Dumbwaiter	Make	Type	# of Landings	Serial #	Monthly Cost
Administration Building	#1 (Elevator)	Otis	Traction	5	5719	\$225.00
Administration Building	#2 (Elevator)	Otis	Traction	5	5720	\$225.00
Administrative Annex	#1 (Elevator)	General Hydro	Hydro	3	33229	\$70.00
Civil Courthouse	#1 (Elevator)	Dover Traction	Traction	5	24338	\$225.00
Civil Courthouse	#2 (Elevator)	Dover Traction	Traction	5	24339	\$225.00
Civil Courthouse	#3 (Elevator)	Dover Traction	Traction	5	24340	\$225.00
Civil Courthouse	#4 (Elevator)	Mowrey/Hydro	Hydro	5	24343	\$70.00
Civil Courthouse	#1 (Dumbwaiter)	Miami Elevator	Traction	5	24342	\$50.00
Criminal Courthouse	#1 (Elevator)	Kone	Traction	4	73003	\$270.00
Criminal Courthouse	#2 (Elevator)	Kone	Traction	4	73008	\$270.00
Criminal Courthouse	#3 (Elevator)	Kone	Traction	4	73004	\$270.00
Criminal Courthouse	#5 (Elevator)	Kone	Traction	4	73005	\$270.00
Criminal Courthouse	#6 (Elevator)	Kone	Traction	4	73006	\$270.00
Criminal Courthouse	#7 (Elevator)	Kone	Traction	3	73009	\$250.00
Criminal Courthouse	#8 (Elevator)	Kone	Traction	3	73007	\$250.00
Josiah T Walls Building	#1 (Elevator)	General Hydro	Hydro	3	22343	\$70.00
Josiah T Walls Building	#2 (Elevator)	General Hydro	Hydro	3	62133	\$70.00
Main Street Center	#1 (Elevator)	Mowrey	Hydro	3	50151	\$70.00
New Public Defenders	#1 (Elevator)	ThyssenKrupp	Hydro	2	103399	\$70.00
State Attorney's Office	#1 (Elevator)	Mowrey	Hydro	3	8879	\$70.00
Wilson Building	#1 (Elevator)	SE Machine Hydro	Hydro	2	5249	\$70.00

***Criminal Courthouse #4 is currently not in use, there is a space for a future elevator**

Building Location	Elevator/Dumbwaiter	Make	Type	# of Landings	Serial #	Monthly Cost
Alachua County Jail	#1 (Elevator)	Miami Elevator	Hydro	2	46697	\$70.00
Alachua County Jail	#2 (Elevator)	Miami Elevator	Hydro	2	46698	\$70.00
Alachua County Jail	#1 (Dumbwaiter)	Sedgwick	Traction	2	46699	\$50.00

EXHIBIT B

TK Elevator

(Insert Name of Corporation)

**CORPORATE RESOLUTION
GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of _____, a

(insert name of company)

_____ corporation (the "Corporation"), at a duly and properly

(insert state of incorporation)

held meeting on the _____ day of _____, 20____, did hereby consent to, adopt, ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of _____ and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

** Please see Signature Authority document and
Corporate Seal following page 37*

-J. Cooper McIlormick

4/28/2021

NAME

TITLE

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this _____ day of _____, 20____, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal) Secretary of the Corporation

By: _____

(Print Secretary's Name)



April 26, 2021

Mr. Joseph McCormick
TK Elevator Corporation
4330 SW 29 Avenue
Gainesville, FL 32608

Re: Signature Authority

Dear Mr. McCormick:

I hereby designate you as empowered and duly authorized to execute for and in the name of TK Elevator Corporation, Contracts, Amendments, Lien Releases, Change Orders, and Bid Documents pursuant to or in connection with the sale of the Company's products and services in the normal and ordinary course of business.

This is a charge or trust and responsibility that I know you will discharge with discernment and meticulous vigilance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Hintz', with a large, stylized flourish at the end.

Mark Hintz
Vice President Contracts Department

TK Elevator Corporation
3100 Interstate N Cir SE, Suite 500
Atlanta, GA 30339
Telephone: (770) 799-0448
Fax: (866) 653-5691
E-mail: mark.hintz@tklevator.com
Internet: www.tkelevator.com



EXHIBIT C

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder's Signature: J. Cooper McCormick Date: 4/28/2021

--- OR ---

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature: _____ Date: _____

EXHIBIT D

Small Business Enterprise (SBE) Program Participation Form

BID NUMBER: 22-8 Annual Elevator Services

OPTION 1

I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.

Circle One:

Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to Option 2).

OPTION 2

I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid.

Circle One:

Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to Option 3.)

EXHIBIT D

BID NUMBER: «22-8 Annual Elevator Services

OPTION 3

SBE Participation. I certify that our Company has contacted the Alachua County's Certified SBEs listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for the total dollar value and percentage of the bid set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to Option 4 and document your Good Faith Effort.

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

EXHIBIT D

BID NUMBER: 22-8 Annual Elevator Services

OPTION 4

SBE Good Faith Effort. To be considered responsive all Vendors **should have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor should complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Article 11, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

EXHIBIT D

BID NUMBER: 22-8 Annual Elevator Services

I as the undersigned Vendor certify that I have completed one of the option(s) below (Circle One):

OPTION 1

OPTION 2

OPTION 3

OPTION 4

If you are unable to certify that, you have completed to the best of your knowledge and belief OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) Procurement at 352.374.5202, for direction.

Vendor Name: TK Elevator

Date: 4/28/2021

Signature: *J. Cooper McCormick* Title: Account Manager

Printed Name: Cooper McCormick

EXHIBIT E

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

BID 22-8 Annual Elevator Services

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article 12 of the Alachua County Code.

Please mark the appropriate box below that applies to how you pay your employees:

- ☒ Employees involved with Alachua County projects are paid a minimum of **\$14.50** hourly or the current prevailing wage and are provided health benefits?
- ☐ Employees involved with Alachua County projects are paid a minimum of **\$16.50** hourly or the current prevailing wage but are not provided health benefits?

Bidder: Cooper McCormick Company: TK Elevator

Address: 4330 SW 29th Ave., Gainesville, FL 32608

Authorized Signature: *Y. Cooper McCormick* Title: Account Manager

Clearly Print Name: Cooper McCormick

Phone: (813)351-9971 Fax: (866)785-6088 Date:

Email Address: cooper.mccormick@tkelevator.com

EXHIBIT F

DRUG FREE WORKPLACE

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned vendor in accordance with §287.087, Florida Statute hereby certifies that

TK Elevator

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Bidder's Signature

4/28/2021
Date

EXHIBIT G

Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 22-8 Annual Elevator Services

This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit B.

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

If additional space is required for your subcontractor listing, make copies of this **Exhibit G** and submit with you bid package.

EXHIBIT H
BIDDER'S QUESTIONNAIRE

Bidder's Name: Cooper McCormick

Bidder's Address: 4330 SW 29th Ave., Gainesville, FL 32608

Phone: (813)351-9971

Number of years in this type of service? 75+

Number of years licensed in Alachua County: 16

Number of employees "ON THE JOB" each week: 7

Number of employees "ON CALL" each week: 1

Will you subcontract any part of this work: Yes ☐ No ☒

If so, give details:

List all major equipment which will be available upon commencement of the agreement to perform the required service: No major equipment needed to service elevators. Spare parts will be stored in ware house.

Do you currently hold any municipality contracts: Yes ☒ No ☐

If so, please indicate below:

The City of Gainesville, Alachua County Schools, Levy County

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

- | | | |
|----|--|-----------------------------|
| 1) | Firm: <u>University of Florida Planning and Construction</u> | Phone: <u>(352)538-6219</u> |
| | Contact Person: <u>Tyler Engel</u> | |
| 2) | Firm: <u>Alachua County Schools</u> | Phone: <u>(352)538-6219</u> |
| | Contact Person: <u>Kim Newsom</u> | |
| 3) | Firm: <u>City of Gainesville</u> | Phone: <u>(904)982-0540</u> |
| | Contact Person: <u>Ken Olivier</u> | |

Are your employees screened by: (indicate below)

- 1) Polygraph
- ✓ 2) General Interview
- ✓ 3) Background Investigation
- ✓ 4) Police Record Check
- 5) Additional

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes ☐ No ☒. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: 8:00 AM - 5:00 PM

Describe below, your firm's operational plan for providing the services under this agreement:

Add all Alachua County units onto one route technicians existing route. This technician will service each unit each month. If he is unable to do so, we will have another route technician that can do it as well.

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: 4/28/2021 AUTHORIZED SIGNATURE: J. Cooper McCormick

EXHIBIT I
RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between Alachua County and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: Cooper McCormick

ADDRESS: 4330 SW 29th Ave., Gainesville, FL 32608

PHONE NO.: (813)351-9971

FAX NO.: (866)785-6088

EMAIL ADDRESS: cooper.mccormick@tkelevator.com

ALTERNATE RESPONSIBLE AGENT: Chris Roop

ADDRESS: 4330 SW 29th Ave., Gainesville, FL 32608

PHONE NO.: (352)376-2241

FAX NO.: (866)785-6088

EMAIL ADDRESS: chris.roop@tkelevator.com

SIGNED: J. Cooper McCormick DATE: 4/28/2021

EXHIBIT J

TYPE “A” INSURANCE REQUIREMENTS

“ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

Department Contact:	Steve Wargo
Department:	Facilities Management
Phone:	352.384.3190
Email:	swargo@alachuacounty.us
Bid:	22-8 Annual Elevator Services

EXHIBIT K

SAMPLE CONTRACTUAL SERVICES AGREEMENT NO. (22-8) WITH (TK Elevator) FOR (Annual Elevator Services)

This Agreement is entered into on _____, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and (TK Elevator), a (Florida) (Business Type) with a principle business address located at (4330 SW 29th Ave., Gainesville, FL 32608) hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as "Parties").

WITNESSETH

WHEREAS, the County issued Bid or RFP No. (22-8) seeking Contractors to furnish (Elevator Services), in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid or RFP No (22-8), the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid or RFP No. (22-8) and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

1.1. This Agreement is effective for (1) year(s) beginning (October 1, 2021) and continuing through (September 30, 2022) unless earlier

terminated as provided herein. The County has the option of renewing this Agreement for (2) additional (2) year periods at the same terms and conditions outlined herein.

1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation

and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1**.
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the services described.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
 - 4.1. The Contractor shall be paid a sum Not to Exceed \$45,300.00 for the initial term of this Agreement, allocated in the following manner:
 - 4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the

amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director

Alachua County (Department Name)

(Address)

Gainesville, FL (Zip Code)

(Department Email Address)

- 4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and shall be remitted to:

(TK Elevator)

(Address)

(City, State, Zip Code)

(Email Address)

- 4.4. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

OR

- 4.4. Reimbursable expenses will be paid by the County to the Contractor for the following services or costs outlined below. The Contractor will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation. Any reimbursement for travel expenses will be in accordance with §112.061, Florida Statutes

4.4.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

4.4.2. Fees paid for securing approval of authorities having jurisdiction over the Project.

4.4.3. Actual expense of reproductions, postage and handling of drawings and specifications.

- 4.4.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Contractor in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 5 BELOW

5. Alachua County Minimum Wage:

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article 12, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. The Contractor must provide certification, **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 5.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 5.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit 2**.

7. Personnel. (OPTIONAL)

- 7.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those

functions indicated:

NAME

(list)

FUNCTION

(list)

7.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The **(Department Representative Title)** may authorize changes to this list in writing.

8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivery is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Department Director

Alachua County **(Department Name)**

(Address)

Gainesville, FL **(Zip Code)**

(Department Email Address)

Contractor:

TK Elevator

4330 SW 29th Ave.,

(Gainesville, FL 32608)

(cooper.mccormick@tkelevator.com)

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.

Clerk of the Court

12 SE 1st Street

Gainesville, FL 32602

ATTN: Finance and Accounting

dmw@alachuaclerk.org

And

Procurement Division

12 SE 1st Street

Gainesville, Florida 32601

Attn: Contracts

Procurement@alachuacounty.us

9. **Default and Termination.**

9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating this Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The _____ is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the _____ is authorized to provide final termination notice on behalf of the County to the Contractor.

9.2. The County may also terminate this Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of

termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

9.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

10. Project Records.

10.1. **General Provisions:**

10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2. In accordance with §119.0701, Florida Statutes, the Contractor (referred hereinafter in all of the "Project Records" section collectively as "Contractor"), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

10.2. **Confidential Information:**

10.2.1. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

10.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of this Agreement, it must destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of this Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 10.4. **Compliance:** A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

11. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 3**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.
12. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
13. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.
14. **Indemnification.**
- 14.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

14.2. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Contractor.

14.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

14.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with this Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.

ALTERNATE: IF CONTRACTOR IS NOT COVERED BY WORKERS COMPENSATION

In the performance of this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by Contractor in the full performance of this Agreement. Neither Contractor nor any of its employees, officers, agents or any other

individual directed to act on behalf of Contractor for any act related to this Agreement shall represent, act, or purport to act, or be deemed to be the agent, representative, employee or servant of the County. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits. Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

18. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
19. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
20. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
21. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver

of such right.

23. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
27. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
28. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
29. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
30. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other

electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

31. **U.S. Department of Homeland Security E-Verify System.**

31.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

31.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

If contract is less than \$50,000 can be signed by County Manager.

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

If signed by County Manager, Clerk does not attest and signature block is removed.

CONTRACTOR

By: Cooper McCormick

Print: Cooper McCormick

Title: Account Manager

Date: 4/28/2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope Of Services

Exhibit 2: Duties Of The County

Exhibit 3: Insurance Requirements

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

{TK Elevator}

{4330 SW 29th Ave.}

{Gainesville}, {FL} {-32608}

{813-351-9971}

Email Address: cooper.mccormick@tkelevator.com

Project Description: *{Cooper McCormick}; Annual Elevator Services}*

CONTRACTOR

By: 

Print: Cooper McCormick

Title: Account Manager

Date: 4/28/2021

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.



STANDARD BID CLARIFICATIONS (Service & Repair)

These Standard Bid Clarifications shall be made a part of this bid and any subsequent Agreement issued pursuant to an award thereof, and in the event of conflict with other articles, terms, conditions or contract documents, these Standard Bid Clarifications shall prevail. Any clarifications presented by TK Elevator Corporation at the time of bid shall by this reference be incorporated herein and made a part hereof, and shall govern in the event of conflict with other documents.

These Standard Bid Clarifications are not all-inclusive, and TK Elevator Corporation submits these Standard Bid Clarifications with its bid with the understanding that the final Contract Documents, Terms, and Conditions are subject to review, further amendment, and approval by TK Elevator Corporation Contracts Department and shall not be binding until mutually agreed upon in writing by both parties.

1. Any obligations of TK Elevator Corporation to indemnify, defend and hold any Indemnified Party or Parties harmless shall be limited to TK Elevator Corporation's own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of an Indemnified Party, or for bare allegations.
2. Any required parties shall be added to TK Elevator Corporation's general liability insurance policy as an additional insured, to be evidenced by TK Elevator Corporation's manuscript Additional Insured endorsement, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TK Elevator Corporation's acts, omissions or negligence, and shall not apply to the extent caused by the additional insured's own acts, omissions, or negligence, or for bare allegations. All aggregates shall apply on a per policy basis.
3. In no event shall TK Elevator Corporation be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection ThyssenKrupp Elevator submits this agreement with the understanding that all existing equipment has been the subject of an appropriate maintenance program. During the first ninety (90) days of this agreement, ThyssenKrupp Elevator, at its sole option, will thoroughly inspect the equipment and may submit a comprehensive evaluation of findings to Purchaser. Should that evaluation reveal items that ThyssenKrupp Elevator determines, in its sole opinion, require repair and/or replacement, we will provide you with a written proposal for that work at additional cost to you. Should you fail to accept our proposal, we shall have the exclusive right to either immediately terminate this agreement or exclude the affected component from this agreement upon written notice to you. Should unsafe or hazardous conditions exist, we retain the exclusive right to terminate this agreement immediately upon written notice to you.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

SPECIFICATION FOR: Firm Fixed Bid Prices for **Annual Elevator Services** for the benefit of the **Facilities Management** Department on an as needed basis.

BID NUMBER: 22-8

**ALL BIDDERS MUST BE PRESENT AT MANDATORY PRE-BID
CONFERENCE TO BID ON THIS PROJECT.**

MANDATORY PRE-BID CONFERENCE: 10:00 am, April 2, 2021
Alachua County Administration Building
Manager's Conference Room
12 SE 1st Street, 2nd Floor
Gainesville FL 32601

E-BID OPENING DATE: 2:00 pm, Wednesday, April 28, 2021

PART A - INSTRUCTIONS TO BIDDERS

1.0 GENERAL PROVISIONS

1.1 Purpose

Alachua County Board of County Commissioners are calling for and requesting the submission of bids for Annual Elevator Services.

The herein included Instructions to Bidders ([PART A](#)), Terms and Conditions ([PART B](#)), Technical Specifications ([PART C](#)), Bidder's Check List ([PART D](#)); together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

1.2 Distribution of Information

The County posts and distributes information pertaining to its procurement solicitations on [DemandStar](#).

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through "E-Bidding" on [DemandStar](#). In order to submit a bid response to this solicitation the bidder must be registered with [DemandStar](#).

1.3 Submission of Bids

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

The bid response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete submittal in pdf format must be uploaded into [DemandStar](#) prior to the 2:00 p.m. deadline.

THIS PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise.

The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in [DemandStar](#) in order to be recognized by the County. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form [EXHIBIT A](#) should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. **An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution [EXHIBIT B](#) granting authorization to the representative to execute on behalf of the business.**

The submittal of a proposal by a bidder will be considered by the County as constituting an offer by the bidder to perform the required services at the stated fees.

1.4 Bid Opening-Zoom Meeting

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

Join Zoom Meeting

<https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTEVMbkRxakNEZz09>

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

Find your local number: <https://zoom.us/j/adtsfjybhW>

If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Equal Opportunity Office at 352-374-5275 at least 10 business days prior to the event. TDD users, please call 711 (Florida Relay Service).

1.5 **Electronic Signatures**

The Parties agree that an electronic version of the submitted bid shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

1.6 **Proprietary Information**

Responses to this solicitation upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 **must be submitted in a separate electronic pdf file**, clearly identified as "**PUBLIC RECORDS EXEMPT**" with your name and the bid number marked on the outside. Furthermore, you must complete **EXHIBIT C, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

1.7 **Non-Warranty of Specifications**

Due care and diligence has been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

1.8 **Inquiries/Questions**

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, via email with reference to the appropriate **BID number and Bid Title** in the subject line of the email to **Markisha Boykin** at mboykin@alachuacounty.us no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **DemandStar**. Oral answers will not be authoritative. All addenda so issued shall become part of the bid documents.

1.9 **Acceptance/Rejection**

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

1.10 **Withdrawal of Bids**

Modifications to or withdrawal of a bid can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the County.

All prices bid shall remain firm for a period of one hundred and twenty (120) days after the bid opening.

1.11 **Small Business Enterprise (SBE) Program Participation**

1.11.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.

1.11.2 The SBE Program Participation Form, **EXHIBIT D**, should be completed for your proposal to be considered responsive.

1.11.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

1.11.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its bid response.

1.11.5 The County will award a five-percent bid price preference, not to exceed \$50,000 on a single bid, to any certified SBE that submits a bid.

1.11.6 The County will award a three-percent bid price preference, not to exceed \$50,000 on any single bid, to any Contractor that agrees to use certified SBE for at least 15 percent of the dollar value of the bid.

1.11.7 SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Procurement Code, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.11.8 Proposed Subcontractors Requirements

1.11.8.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, **EXHIBIT D, Option 3.**

1.11.8.2 If SBE subcontractors are not available for the bid/RFP you should complete a Good Faith Effort Form, **EXHIBIT D, Option 4.**

1.11.9 Good Faith Effort Requirements

1.11.9.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>

1.11.9.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's. , The good faith efforts that may be considered by the County are listed under Section 22.11-207, of the Alachua County Procurement Code:

1.11.9.2.1 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT D.**

1.12 Alachua County Government Minimum Wage (GMW)

1.12.1 Services solicited through this Invitation to Bid are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code of Ordinances ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain consultants and subcontractors providing selected services to Alachua County government. Proposers should consider the cost of compliance, if any, when submitting bids.

1.12.2 The consultant shall certify via **EXHIBIT E** it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution of the awarded contract, the certification shall become an obligation to the vendor.

1.13 U.S. Department of Homeland Security E-Verify System

The Contractor/Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Invitation to Bid (ITB). The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

The Contractor/Professional shall expressly require any subcontractors performing work or providing services pursuant to the County's Invitation to Bid (ITB) to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the solicitation. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

1.14 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.15 **Drug Free Workplace**

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete **EXHIBIT F.**

1.16 **Proposed Subcontractors NON-SBE**

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, **EXHIBIT G.** No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

2.0 QUALIFICATION OF BIDDERS

2.1 **Consideration**

Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.

2.2 **Bidder's Questionnaire**

The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. Bidders are requested to complete and return along with their bid the Bidder's Questionnaire **EXHIBIT H.**

2.3 **Performance**

The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

3.0 EXAMINATION OF PROPERTY

3.1 **Bidder's Responsibility**

3.1.1 Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.

- 3.1.2 The bidder is also required to carefully examine the specifications and contract documents, to inform themselves regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

4.0 QUALITY

All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

5.0 LAWS, PERMITS AND REGULATIONS

Permit, Application, and License Fees

The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

5.1 Compliance

The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

6.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT

The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within one hundred twenty days (120) days after the opening of the bids by written notice to the successful bidder(s). Additional days may be added upon mutual written agreement between the County and the successful bidder.

The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

7.0 ACCEPTANCE OF BID

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the procurement process and issuance of a Purchase Order or execution of a Contract by the County.

8.0 PERFORMANCE TIME

All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

9.0 COLLUSION

The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

10.0 ADDENDA

Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

11.0 VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term "Bidder" includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

11.1 **Notice of Solicitations and Awards**

The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.

11.2 **Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

11.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

- 11.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;
 - 11.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and
 - 11.2.1.3 The Solicitation instructions are unclear or contradictory.
- 11.3 **Timing and Content of the Solicitation Protest**
The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.
- 11.4 **Award Protest**
Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.
- 11.5 **Basis of the Award Protest**
The alleged basis for an Award Protest shall be limited to the following:
- 11.5.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
 - 11.5.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
 - 11.5.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.
- 11.6 **Timing and Content of the Award Protest**
The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager at lsapp@alachuacounty.us no later than 3:00 PM on the fourth Business day after this Proposed Award Decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.

11.7 Burden of Proof

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

11.8 Stay of Procurement during Protests

In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

- 11.8.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
- 11.8.2 necessary to avoid or substantial reduce significant damage to County property;
- 11.8.3 necessary to avoid or substantially reduce interruption of essential County Services; or;
- 11.8.4 otherwise in the best interest of the public.

PART B - TERMS AND CONDITIONS

12.0 DEFINITION OF TERMS

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

COUNTY/OWNER: Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a proposal/bid for the goods and/or services contemplated herein, or a duly authorized representative.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

CONTRACTOR: Any person, firm, corporation, or governmental entity with whom the County has executed a contract for the performance of the work, or his duly authorized representative.

DIRECTOR: The duly authorized representative of the Board of County Commissioners during the contract period as identified herein.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the County of Alachua are hereby adopted and made part hereof as specifications.

WORK: To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

13.0 CONTRACTOR'S INSURANCE

The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT J**. Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

14.0 BONDING REQUIREMENTS (If Applicable)

A bid security in the form of a Bid Bond or certified check made payable to "Alachua County Board of County Commissioners" in an amount equal to five percent (5%) of the base bid will be required as a guarantee that the bidder will enter into a written contract with the County if his bid is accepted. A performance bond and payment bond in an amount equal to one hundred percent (100%) of the contract sum will be required of the successful bidder. No bidder may withdraw his bid for a period of one hundred twenty (120) days after the actual date of the opening thereof.

15.0 MODIFICATIONS

This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

16.0 SEVERABILITY

If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

17.0 INDEPENDENT CONTRACTOR

In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

18.0 TERM OF THE CONTRACT

The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally the term will begin on **October 1, 2021** and continue through **September 30, 2022** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **two (2)** year-periods and the same terms and conditions outlined here in. The amendments to extend the contract will be issued once the county has exercised the option to renew.

It is the intent of the County to issue a purchase order or enter into a contract in substantially, the FORM attached, [EXHIBIT K](#).

A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

19.0 RESPONSIBLE AGENT

The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, [EXHIBIT I](#).

The Department Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

20.0 ASSIGNMENT OF PERSONNEL

All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

21.0 GOVERNING LAW

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

22.0 AWARD OF CONTRACT(S)

The County reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the County.

23.0 ASSIGNMENT OF INTEREST

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

24.0 INDEMNIFICATION

The Purchaser agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

25.0 AMENDMENTS

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

26.0 DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.

The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.

If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

27.0 SUCCESSORS AND ASSIGNS

The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

28.0 NON WAIVER

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

29.0 BOOKS AND RECORDS

The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

30.0 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of employees, other persons and property.

Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

31.0 WORKPLACE VIOLENCE

Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

PART C- TECHNICAL SPECIFICATIONS

1.0 SCOPE

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

The Contractor shall provide elevator preventive maintenance, inspection and testing services required by the Department. All work shall be in accordance with the applicable provisions of Chapter 399, Florida Statutes, governing elevators, as an elevator service contractor. All services outlined in this section shall be considered covered services, unless otherwise indicated. Services outside those included in this section shall be referred to as non-covered services.

2.0 CONTRACTOR DELIVERABLES

2.1 Facilities Served, Equipment and Service Times

2.1.1 Addition of Facilities/Equipment Served

The equipment located in the Department's facilities is identified in Attachment C - Facility & Equipment List, which is for informational purposes only.

In the event the Department requests services at facilities or equipment not currently listed, the Contractor shall provide a written estimate for those services within 30 days of written notice from the Department.

2.1.2 Deletion of Facilities/Equipment Served

Deletion of facilities or equipment shall be upon written mutual agreement of both parties through a Contract amendment.

2.1.3 Service Times

All services, unless otherwise coordinated and approved by the Facilities Manager and/or designee, shall be provided by the Contractor between the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding State holidays (section 110.117, Florida Statutes). All calls between these hours will be considered regular working hours and not as defined in Section 2.8, Emergency, After Hour and Force Majeure Repairs. The Contractor shall respond to a callback within one hour from the time the request for service is made.

2.2 **General Facility Site Procedures**

For each visit to a site to perform work under this Contract, the Contractor's staff shall:

- 2.2.1 Check in and out with the Facilities Manager or designee.
- 2.2.2 Perform all work without unnecessary interference to occupants. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.2.3 Protect existing facilities from damage by workmen, and repair or replace at the Contractor's expense, any damage to property caused by its employees or suppliers.
- 2.2.4 Keep premises free from accumulation of waste materials or rubbish caused by operations and from leaks and spillage from equipment. Upon completion of the work, remove all waste materials and rubbish from and about the installation area, as well as all tools, equipment, machinery and surplus materials, and clean all building surfaces, leaving the work area clean. During overnight projects, the Contractor shall clean and remove all debris, tools, equipment, machinery and surplus materials from tenant access areas prior to 7:30 a.m. of the next work day.
- 2.2.5 Keep the elevator pit(s) and equipment room(s) clear and free from rubbish/debris.
- 2.2.6 Maintain lamps, ballasts, starters and exhaust fans in the cabs.
- 2.2.7 The Contractor shall verify proper fuse sizing for all disconnects providing electrical power to elevator equipment. Verification shall be documented in writing and provided to the Facilities Manager no later than 30 days after the start date of the Contract.
- 2.2.8 Maintain and service the lights in the cab interior, top of elevator cab and the elevator pit.
- 2.2.9 Maintain and service any communications equipment installed in the cabs and the equipment pertaining thereto, including hands-free audio and or visual two-way emergency communication between cab(s) and the Department or its authorized agent excluding any equipment currently provided by the current Contractor for the purpose of emergency communication.

2.3 **Asbestos-Containing Materials**

Asbestos-containing materials (assumed, confirmed or suspected) shall not be disturbed. If any of these materials are encountered and need to be disturbed, the Contractor shall stop work and contact the Facilities Manager immediately. The Facilities Manager will contact the Department's Environmental Specialist for direction and to possibly retain the services of other consultants or contractors to aid in the asbestos work.

2.4 **Inspections and Tests**

The Contractor shall inspect all elevator equipment for safety and proper use to ensure a fully operational and functional unit, which will include, but not be limited to, the following:

- 2.4.1 The Contractor shall perform routine and periodic inspections and tests on the elevator components. The periodic tests shall be conducted at the frequencies stated, and shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators, Part X and ASME A17.2 Inspector's Manual.
- 2.4.2 The Contractor shall furnish a written and electronic copy of all scheduled periodic inspections and tests to the Facilities Manager within 30 working days after the Contract start date. The periodic inspections, tests and re-inspections shall be witnessed by the Facilities Manager or designee and if required, by an independent Certified Elevator Inspector. The Contractor will forward test reports to the Department of Business and Professional Regulation.
- 2.4.3 The Contractor shall correct all deficiencies within the scope of the Contract by the date specified in the report. When all listed deficiencies have been corrected, the Facilities Manager or designee shall sign and date a copy of the inspection report.
- 2.4.4 The Contractor shall test the fire service operation monthly and record the test and its results in the logbook and on the service ticket.
- 2.4.5 Routine inspections and tests otherwise not identified in this elevator service specification performed by city, 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.
- 2.4.6 The Contractor shall obtain and post signed inspection certifications and other standard forms in the elevator machine rooms as required. Copies shall be provided to the Facilities Manager.
- 2.4.7 Failure to provide requested documentation will result in a deduction from the monthly invoice pursuant to Attachment A - Performance Standards and Guarantees.

2.5 **Preventive Maintenance Services**

2.5.1 **Preventive Maintenance**

The Contractor's qualified technician shall perform required services on elevator equipment listed on Attachment C - Facility & Equipment List. The Contractor shall provide a report to the Facilities Manager or designee at the completion of all monthly services.

The Contractor shall complete the required monthly services within each month of the 12 calendar months per year. Failure to provide services within the required month will result in nonpayment for that month and possible further actions allowed by the Contract.

Monthly services shall include, but are not limited to, cleaning, inspection, lubrication, calibrations, hardware tightening and replacement; alignment adjustments, repair and replacement parts, technical support, and evaluation of needed repairs. The Contractor shall provide to the Facilities Manager an annual list of all tasks being performed on all equipment as well as the intervals the tasks are being performed during each service visit within 30 days of the Contract start date.

2.5.1.1 Equipment Cleaning

The Contractor shall clean equipment to maintain a clean condition and preserve the life of the equipment.

2.5.1.2 Equipment Examination

Examination of equipment shall follow the appropriate original equipment manufacturer guidelines and the Contractor shall identify and document any equipment condition that may impair the normal operation of the equipment.

The Contractor shall submit a report to the Facilities Manager detailing any and all corrective action for covered and non-covered items. The report shall include detailed labor and material cost, estimated time to obtain parts, estimated time to mobilize, and any other cost associated with the required work or repair. Items of an emergency nature shall be communicated to the Facilities Manager immediately and followed up in written form.

2.5.1.3 Equipment Lubrication

The Contractor shall lubricate equipment at intervals recommended by the original equipment manufacturer or as indicated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the original equipment manufacturer.

2.5.1.4 Equipment Adjustment

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.

Adjustments shall be made by qualified technicians properly equipped with tools and instruments. 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.

Parts or assemblies which have worn (or otherwise deteriorated) beyond "normal" adjustment limits shall be repaired or replaced.

2.5.1.5 Equipment Painting

The Contractor shall paint the equipment at intervals frequent enough to maintain a professional appearance, prevent rusting and preserve the equipment.

All paint shall be suitable for the purpose intended and be of high quality. Application of the paint shall, in all circumstances, comply with applicable local codes and current ASME codes.

2.5.1.6 Parts or Assemblies Replacement

The Contractor shall replace all worn, damaged or broken items. Replacement of the items shall occur during the course of the examination in which such condition was found or reported.

2.5.1.7 Equipment Repairs

The Contractor shall make all repairs attributed to normal wear and use of the elevator system, and the Contractor shall maintain and/or repair any in-ground hydraulic lines or any other equipment that directly affects the operation of the elevators.

2.6 Certified Elevator Inspector

At the Contractor's expense, the Contractor shall employ an independent Certified Elevator Inspector to perform the annual elevator test required by the elevator code. When the standard annual testing includes the subsequent three-year or five-year test, these also are to be witnessed by the Certified Elevator Inspector.

2.7 Service Exceptions

- 2.7.1 The Contractor will not be required to make any renewals, replacements or repairs necessitated by negligence, abuse, misuse or vandalism of the equipment or by any other cause beyond the Contractor's control except ordinary wear and tear.
- 2.7.2 The Contractor will not assume responsibility for any items of elevator equipment not included in the Contract or items in the Contract which are specifically excluded.
- 2.7.3 The Contractor will not make any alterations to the elevator equipment, including control circuits, without prior written approval from the Facilities Manager or designee.
The Contractor shall not be responsible for cleaning any equipment caused by reasons beyond the Contractor's reasonable control, or as a result of improper janitorial or facility maintenance functions.

2.8 Emergency, After Hour and Force Majeure Repairs

This section is applicable to both covered and non-covered repairs. The Contractor shall charge the applicable hourly rate for these services.

The Contractor shall stand ready, and be available to perform emergency, after hour and force major repairs as deemed necessary by the Department outside of normal working hours defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. Services shall include, but not be limited to, the following:

- 2.8.1 Callback service shall be provided by a qualified technician.
- 2.8.2 Travel time to and from a job site shall be non-billable.
- 2.8.3 The Contractor shall respond to an emergency callback within a one hour from the time the request is made. An emergency callback will be at the discretion of the Facilities Manager or designee.
- 2.8.4 Billable hours charged to the Department shall commence upon checking in and out with the Facilities Manager or designee.
- 2.8.5 The Contractor shall charge the hourly rate for emergency repairs as agreed upon in the Contract. Emergency repairs shall be considered outside normal working hours [defined as 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding State holidays)].
- 2.8.6 All emergency repairs shall be initiated and authorized by the Facilities Manager or designee. All parts installed shall be in accordance with Section 2.9, Parts and Parts Warranty.
- 2.8.7 In the event overtime, Sunday or holiday work is required to complete a task, prior approval shall be obtained from the Facilities Manager.
- 2.8.8 The Contractor shall have a service ticket on each emergency callback and shall obtain the Facilities Manager or designee's signature at the facility being serviced. A copy of the service ticket shall be left with the Facilities Manager or designee. Electronic service tickets shall be electronically delivered to the Facilities Manager on the date service is rendered.

2.9 **Parts and Parts Warranty**

- 2.9.1 All installed parts must be new and in the original factory containers, unless refurbished equipment/parts for a specific repair is/are approved by the Facilities Manager or designee in advance. The work order shall have a notation indicating the use of "new" or "refurbished" equipment/parts. The Contractor shall provide the Facilities Manager or designee with a copy of the manufacturer's invoice for verification.
- 2.9.2 New parts will carry the full manufacturer's warranty. When refurbished equipment/parts are used, it must be noted on the work order as "refurbished".
- 2.9.3 The Contractor shall maintain at a minimum, an inventory of parts sufficient for maintenance and repair of elevator equipment at the service repair facility(ies).
- 2.9.4 The Contractor shall have and maintain, for the duration of the Contract, all required service and repair tools.

2.10 **Workmanship**

All work shall be under the general direction of the Contractor, but subject to the inspection of the Facilities Manager or designee who may require the Contractor to correct defective workmanship and parts without cost to the Department, if it is found to be the responsibility of the Contractor.

2.11 **Contractor Staff Requirements**

- 2.11.1 The Contractor shall assign service technicians to perform maintenance and service repairs as specified in this solicitation, and shall have backup technicians who are completely qualified to assume the responsibilities in the event of sickness or other causes of absence of the assigned technician.
- 2.11.2 The Contractor shall employ one or more technicians with a certificate of competency per section 399.01, Florida Statutes, to perform six-month and one-year inspections and tests, per section 399.061, Florida Statutes, and ASME A17.1.
- 2.11.3 The Contractor's staff shall carry identification as prepared by the Contractor. Identification information shall include the employee's full name, photograph (portrait) and company name.

2.12 **Contract Administration**

The Contractor shall designate a senior representative to oversee all activities under the resulting Contract including, but not limited to, scheduled services, scheduled tests, unscheduled services, reporting, record keeping and billing. The Contractor shall provide this information to the Facilities Manager within 10 days after the Contract start date.

2.13 **Reporting Requirements**

The Contractor shall keep and maintain complete and accurate records of all inspections, preventive maintenance, repairs (including trouble calls) and parts installed. Copies of these records shall be provided to the Facilities Manager at each visit and as indicted as follows:

2.13.1 Logbook-Each Visit

2.13.1.1 The Contractor shall provide the Facilities Manager a logbook within 10 days after the Contract start date, and the logbook shall be placed in all machine rooms once the logbook has been approved for use by the Facilities Manager.

2.13.1.2 The Contractor shall update the logbook with each visit when work is performed, in detail, including but not be limited to, date and time and other relevant comments.

2.13.2 Service Ticket-Each Visit

The Contractor's technicians will prepare a service ticket at each site visit to show:

2.13.2.1 Building, elevator and elevator serial number.

2.13.2.2 Date, time of arrival, departure and time spent.

2.13.2.3 Brief description of conditions found and work performed in written detail.

2.13.2.4 Name and signature of technician.

2.13.2.5 Signature of the Facilities Manager or designee. (Service tickets without authorized signature shall not be accepted as a valid site visit).

2.13.2.6 Utilization of any electronic device to document a service call or work ticket shall automatically send a copy of the document to the Facilities Manager by means of electronic mail to the Facilities Manager upon completion. Electronic signature for verification of work completed shall be obtained.

2.13.3 Monthly Summary Report

The Contractor shall submit a properly completed and signed Attachment B -Monthly Summary Report, and a copy of all signed work tickets with the Contractor's monthly invoice for each location, as required for processing the invoice for payment.

2.13.4 Certification Letter - Annually

2.13.4.1 Annually, the Contractor shall submit to the Department copies of certificates of competency per Section 399.01, Florida Statutes, for employees so qualified.

2.13.4.2 Safety Certification: Thirty calendar days after issuance of a purchase order, and annually thereafter, the Contractor will produce an original certification letter to the Department from the Department of Business Regulation, Bureau of Elevator Inspection, that the elevators referenced in Attachment C - Facility & Equipment List have met the elevator safety code ASME A17.1, A-17.2, A-17.3 and A17.4, National Fire Code and applicable building codes. A copy of the certification letter shall be provided to the Facilities Manager.

2.13.5 **Condition Reports-Quarterly**

- 2.13.5.1 The Contractor shall prepare and regularly submit to the Facilities Manager written condition reports on all equipment. Condition reports shall be prepared on forms acceptable to the Department.
- 2.13.5.2 Condition reports may be submitted at any time, but not to exceed a frequency of 90-day intervals.
- 2.13.5.3 The condition reports shall inform the Facilities Manager of the current condition of the equipment and make recommendations regarding the need for repairs, alterations and/or modification to the equipment.
- 2.13.5.4 This condition report shall, upon request from the Facilities Manager, include a report of time intervals and dispatch times on various programs, door standing times, and door opening and closing speeds.
- 2.13.5.5 All suggestions by the Contractor for alterations shall be in writing, and accompanied by supporting prints, sketches and/or schematics as required to provide detailed information.

2.14 **Reference Library**

- 2.14.1 The Contractor shall have and maintain, for the duration of the Contract term, a reference library of information containing, but not limited to, the ASME A17.01 - Safety Code for Elevators and Escalators, ASME A17.2 - Inspector's Manual, Chapter 399, Elevators, Florida Statutes, equipment maintenance schedules, lubrication specifications and schedules, passwords, equipment schematics, control schematics, layouts, parts and assembly lists, and other basic information needed to properly maintain the equipment covered by this Contract.
- 2.14.2 Within three months after the Contract start date, the Contractor shall give to the Facilities Manager a copy of those items except the codes, and shall maintain another copy for its own use. The copy given to the Department shall be the Department's property and be retained after expiration of the Contract. All copies shall be clear, legible, accurate and concise, and shall be submitted in acceptable condition to the Department.

2.15 **Department Responsibilities**

- 2.15.1 Provide the Contractor with access to the elevator equipment.
- 2.15.2 Not use the elevator machine rooms and equipment spaces for storage.
- 2.15.3 Maintain interior finishes of cab(s).
- 2.15.4 Give the Contractor written notice of any accident, alteration or change affecting the elevator equipment.
- 2.15.5 Inform the Contractor of assumed or confirmed asbestos-containing materials that are known to exist in areas in which the Contractor will be working.

3.0 PAYMENT

Payment shall be made on a monthly basis, at the end of each month, for work previously performed and upon proper invoicing and reporting. The Contractor shall submit monthly, one invoice for all facilities with an attached list of each facility and its individual associated monthly cost. The Contractor shall provide to the Facilities Manager or designee a copy of Attachment B - Monthly Summary Report and copies of all signed service work tickets on or before the last day of each service month.

4.0 CONTRACT MONITORING

The Facilities Manager shall be responsible for monitoring the Contractor's performance to ensure compliance in accordance with all Contract provisions.

5.0 PERFORMANCE MEASURES

See Attachment H-Performance Standards and Guarantees.

6.0 FINANCIAL CONSEQUENCES FOR NONPERFORMANCE

6.1 **Withholding Payment**

In addition to the specific consequences explained in Section 6.2 below, the County reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to perform/comply with the provisions of this Contract. These consequences for nonperformance shall not be considered penalties.

6.2 **Specific Consequences**

See Attachment A-Performance Standards and Guarantees.

6.3 **Damage to Equipment**

If the Contractor damages the Department's equipment, the Department shall, at its sole discretion, select one of the following methods to rectify the problem and repair or replace all damaged equipment:

6.3.1 Afford the Contractor an opportunity to repair or replace with "like new" equipment (repair or replacement will be at the discretion of the Department). In addition, the Contractor will be charged a \$100.00 per day penalty for equipment damage that results in any disruption of facility operations and/or the inability of the Contractor to perform the required contracted services, plus the cost of any employee productivity lost if the facility must be shut down or employees furloughed. The Department, in coordination with the tenants of the facility affected, shall determine the costs of this productivity interruption. However, the Department shall make the final decision on the costs. All such costs will be deducted from the Contractor's invoice; or

6.3.2 Perform the repair and/or replacement services using the Department's personnel or other means. In such case, the Department shall deduct from the Contractor's invoice all costs of labor and required materials for work performed by the Department's personnel.

6.4 **Required Notice/Termination**

6.4.1 The Department shall provide written notice to the Contractor on the actions to be taken by the Department for Sections 6.4.1.1 and 6.4.1.2:

6.4.1.1 Failure to perform, and

6.4.1.2 Damage to equipment and/or facilities.

6.4.1.3 Such notice shall include, the corrective action required by the Contractor to remedy the situation; penalties to be enforced; if payment will be withheld or expenses deducted from the Contractor's invoice(s), specifying the amount; and notice of termination pursuant to the provisions of this Contract.

6.4.1.4 In the event the Department must rely on any of the remedies outlined above, the Department reserves the right to immediately cancel the Contract. Termination of the Contract will be governed by the "Default" provisions of Rule 60A-1.006(3), Florida Administrative Code.

7.0 **ADDITIONS/DELETIONS**

During the term of the Contract, the Department shall have the right to add and/or delete facilities and/or equipment covered by this Contract as it deems appropriate with advance written notice. Additions shall be priced based on the Contract pricing. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Addition and/or deletion of other facilities and/or equipment shall be upon written mutual agreement of both Parties through a Contract amendment.

8.0 **TRANSITION PLAN**

Within 10 working days after the Contract start date, the Facilities Manager will conduct a preservice meeting or conference call with the Contractor to discuss the Statement of Work and services needed.

9.0 **WARRANTIES**

The Contractor warrants that all products furnished under the Contract shall be free of defective material and workmanship for the life of the Contract, including renewals, and will be done so as to avoid noncompliance under Section 2, Contractor Deliverables and under Attachment A - Performance Standards and Guarantees.

Attachment A – Performance Standards and Guarantees
Elevator Preventive Maintenance, Inspection and Testing Services

Deliverable	Guarantee	Measurement	Minimum Result of Noncompliance
Log Book Entry	Pursuant to Section 2.13.1, Statement of Work, the Contractor shall provide the Facilities Manager a logbook within 10 days after the Contract start date, and the logbook shall be placed in all machine rooms. This logbook shall indicate in detail the date and time, maintenance work performed, repair work performed, and other relevant comments.	The logbook will be inspected at the end of each month by the Facilities Manager for entry information for all work that has been performed during the month.	Five percent deduction from invoice for failure to complete logbook entries for specific site.
Service Tickets	<p>Pursuant to Section 2.13.2, Statement of Work, the Contractor's technicians will prepare a service ticket at each site visit to show:</p> <ul style="list-style-type: none"> a. Building, elevator and elevator serial number. b. Date, time of arrival, departure and time spent. c. Brief description of conditions found and work performed in written detail. d. Name and signature of technician. e. Signature of the Facilities Manager or designee. Service tickets without authorized signature shall not be accepted as a valid site visit. f. Utilization of any electronic device to document a service call or work ticket shall automatically send a copy of document to the Facilities Manager by means of electronic mail to the Facilities Manager upon completion. Electronic signature for verification of work completed shall be obtained. 	The Facilities Manager shall receive a service ticket for each call that has been responded to by the Contractor.	Failure to comply will result in non-payment if not submitted.
Equipment Condition Reports	<p>Pursuant to Section 2.13.5, Statement of Work:</p> <p>2.13.5.1 The Contractor shall prepare and regularly submit to the Facilities Manager written condition reports on all equipment. Condition reports shall be prepared on forms acceptable to the Department.</p> <p>2.13.5.2 Condition reports may be submitted at any time, but not to exceed a frequency of 90-day intervals.</p> <p>2.13.5.3 The condition reports shall inform the Facilities Manager of the current condition of the equipment and make recommendations regarding the need for repairs, alterations and/or modification to the equipment.</p> <p>2.13.5.4 This condition reports shall, upon request from the Facilities Manager, include a report of time</p>	The Facilities Manager shall be in receipt of condition reports for each elevator. Time period should not exceed more than 90 days from last report.	Five percent deduction from invoice for that quarter for specific site.

	<p>intervals and dispatch times on various programs, door standing times, and door opening and closing speeds.</p> <p>2.13.5.5 All suggestions by the Contractor for alterations shall be in writing, and accompanied by supporting prints, sketches, and/or schematics as required to provide detailed information.</p>		
Certification Letter	<p>Pursuant to Section 2.13.4.2, Statement of Work: Thirty calendar days after issuance of purchase order, and annually thereafter, the Contractor will produce an original certification letter to the Department from the Department of Business Regulation, Bureau of Elevator Inspection, that the elevator(s) referenced in Attachment C- Facility & Equipment List, has met the elevator safety code ASME A17.1, A-17.2, A-17.3 and A17.4, National Fire Code and applicable building codes.</p>	<p>Annual Certification shall be made available for placement in each elevator prior to the previous year's expiration date.</p>	<p>Five percent deduction each month from invoice for specific site.</p>
Reference Library	<p>Pursuant to Section 2.14, Statement of Work: The Contractor shall have and maintain, for the duration of the Contract term, a reference library of information containing, but not limited to, the ASME A17.01 - Safety Code for Elevators and Escalators, ASME A17.2 - Inspector's Manual, Chapter 399 - Elevators - Florida Statutes, equipment maintenance schedules, lubrication specifications and schedules, passwords, equipment schematics, control schematics, layouts, parts and assembly lists, and other basic information needed to properly maintain the equipment covered by this Contract. Within six months after the Contract start date, the Contractor shall give to the Facilities Manager a copy of those items except the codes, and shall maintain another copy for its own use. The copy given to the Department shall be the Department's property and be retained after expiration of the Contract. All copies shall be clear, legible, accurate and concise, and shall be submitted in acceptable condition to the Department.</p>	<p>The list of deliverables written in Section 2.14 shall be present on site at the facility prior to the end of the third month after Contract executed.</p>	<p>Five percent deduction from invoice each month document is not received after the end of the third month for specific site.</p>
Inspection Schedules	<p>Pursuant to Section 2.4.2, Statement of Work, the Contractor shall furnish a written and electronic copy of all scheduled periodic inspections and tests to the Facilities Manager within 30 working days after the Contract start date. The periodic inspections, tests and re-inspections shall be witnessed by the Facilities Manager and if required, by an independent Certified Elevator Inspector. The Contractor will forward test reports to the Department of Business and Professional Regulation.</p>	<p>Schedule of inspection shall be delivered to the Facilities Manager within 30 days of Contract commencement.</p>	<p>Five percent deduction from invoice for specific site.</p>

Monthly Summary Report	Pursuant to Section 2.13.3, Statement of Work, the Contractor shall submit a properly completed and signed Attachment B-Monthly Summary Report, and a copy of all signed work tickets with the Contractor's monthly invoice for each location, as required for processing the invoice for payment.	Monthly Summary Report shall accompany invoice at the end of each month's inspection.	Five percent deduction from invoice for specific site.
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**Please note that failure to perform may also constitute a default pursuant to 60A-1.006, Florida Administrative Code*

ATTACHMENT B - MONTHLY SUMMARY REPORT
Elevator Preventive Maintenance, Inspection and Testing Services
(Must be submitted with Monthly Invoice)

Monthly Summary Report for the Month of:	Contract Date:	
Property:	Commenced On:	
Contract Monthly Amount:	Terminates On:	
Amount of this Invoice:		
Date of this Invoice:		
Requirements	Yes	No
	Last	Next
Copy of Required Service Ticket(s) attached		
Reference Library Submitted - Date Condition		
Quarterly Report Dates - Certification Letter		
Annual Date - One Year Safety Tests Done		
Three Year Safety Dates (hydraulic elevators)		
Five Year Safety Tests Dates		
Monthly Scheduled Service Visit		
Date Equipment Cleaned		
Floor Painted		
Equipment Painted		
Inspection by Senior Representative		
Certificates of Competency (Section 399.01, Florida Statutes)		
Number of Call -backs for the Previous Month		
Number of Call -backs (from Contract start date to date)		
Average Number of Call-backs Per Month (from Contract start date to date)		
Number of Warranty Call-backs (from Contract start date to date)		
Name of Assigned Mechanic		
Senior Representative's Signature		
If necessary, attach separate sheet with problems, solutions and comments.		

ATTACHMENT C – FACILITY & EQUIPMENT

Building Location	Elevator/Dumbwaiter	Make	Type	# of Landings	Serial #
Administration Building	#1 (Elevator)	Otis	Traction	5	5719
Administration Building	#2 (Elevator)	Otis	Traction	5	5720
Administrative Annex	#1 (Elevator)	General Hydro	Hydro	3	33229
Civil Courthouse	#1 (Elevator)	Dover Traction	Traction	5	24338
Civil Courthouse	#2 (Elevator)	Dover Traction	Traction	5	24339
Civil Courthouse	#3 (Elevator)	Dover Traction	Traction	5	24340
Civil Courthouse	#4 (Elevator)	Mowrey/Hydro	Hydro	5	24343
Civil Courthouse	#1 (Dumbwaiter)	Miami Elevator	Traction	5	24342
Criminal Courthouse	#1 (Elevator)	Kone	Traction	4	73003
Criminal Courthouse	#2 (Elevator)	Kone	Traction	4	73008
Criminal Courthouse	#3 (Elevator)	Kone	Traction	4	73004
Criminal Courthouse	#5 (Elevator)	Kone	Traction	4	73005
Criminal Courthouse	#6 (Elevator)	Kone	Traction	4	73006
Criminal Courthouse	#7 (Elevator)	Kone	Traction	3	73009
Criminal Courthouse	#8 (Elevator)	Kone	Traction	3	73007
Josiah T Walls Building	#1 (Elevator)	General Hydro	Hydro	3	22343
Josiah T Walls Building	#2 (Elevator)	General Hydro	Hydro	3	62133
Main Street Center	#1 (Elevator)	Mowrey	Hydro	3	50151
New Public Defenders	#1 (Elevator)	ThyssenKrupp	Hydro	2	103399
State Attorney's Office	#1 (Elevator)	Mowrey	Hydro	3	8879
Wilson Building	#1 (Elevator)	SE Machine Hydro	Hydro	2	5249

***Criminal Courthouse #4 is currently not in use, there is a space for a future elevator**

Building Location	Elevator/Dumbwaiter	Make	Type	# of Landings	Serial #
Alachua County Jail	#1 (Elevator)	Miami Elevator	Hydro	2	46697
Alachua County Jail	#2 (Elevator)	Miami Elevator	Hydro	2	46698
Alachua County Jail	#1 (Dumbwaiter)	Sedgwick	Tractio	2	46699

PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☒ Bid Form (Remember to fill this form out completely) THIS FORM MUST BE SIGNED.
- ☒ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☒ Fill out all of the exhibits as required, especially Exhibit D, Small Business Enterprise (SBE) Program Participation Form and Exhibit E Alachua County Government Minimum Wage (GMW) Form.
- ☒ Include any insurance requirements.
- ☒ Include any bonds that may be applicable.
- ☒ Remember to post your Bid on DemandStar prior to the submittal deadline.

If you have questions concerning these items or other, sections of the bid solicitation please contact Procurement for clarification prior to submitting your bid.