



Advertise Date: Friday, April 28, 2017

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: **B170151/ANB**

Solicitation Name: **Elevator Service & Repair**

Open Date/Time: **6/6/2017** Time: **2:30 PM**

Location: **Lee County Procurement Management  
1500 Monroe Street 4th Floor  
Fort Myers, FL 33901**

Procurement

Contact: **Adam Brooke** Title **Procurement Analyst**

Phone: **(239) 533-8881** Email: **[Abrooke@leegov.com](mailto:Abrooke@leegov.com)**

Requesting

Dept. **Facilities Construction & Management**

**Pre-Bid Conference:**

Type: **Mandatory**

Date/Time: **5/16/2017 10:00 AM**

Location: **Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901**

All solicitation documents are available for download at  
**[www.leegov.com/procurement](http://www.leegov.com/procurement)**



LEE COUNTY  
SOUTHWEST FLORIDA

Advertisement Date: 4/28/2017

**Notice to Bidder**

**Invitation to Bid #B170151/ANB Elevator Service & Repair**

**Invitation to Bid (B)**

Lee County, Fort Myers, Florida, is requesting bids from qualified individuals/firms for

**Elevator Service & Repair**

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

**2:30 PM Tuesday, June 6, 2017**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Bidders who obtain Scope of Work/Specifications from sources other than [www.leegov.com/procurement](http://www.leegov.com/procurement) are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from [www.leegov.com/procurement](http://www.leegov.com/procurement). It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

**A MANDATORY Pre-Bid Conference has been scheduled for the following time and location:**

10:00 AM May 16, 2017 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers FL 33901 for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

**Adam Brooke** [Abrooke@leegov.com](mailto:Abrooke@leegov.com)

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

\*[WWW.leegov.Com/Procurement](http://WWW.leegov.Com/Procurement) is the County's official posting site

## Terms and Conditions

### INVITATION TO BID (B)

#### 1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

#### 2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Manual and Ordinances
  - 2.1.3. Change Order
  - 2.1.4. Agreement
  - 2.1.5. Addenda
  - 2.1.6. Special Conditions
  - 2.1.7. Detailed Scope of Work/Specifications
  - 2.1.8. Supplemental Information, if any
  - 2.1.9. Terms and Conditions

#### 3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
  - 3.1.1. Lee County Procurement Management Manual
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such

time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
- 3.1.4. FL § 218 Public Bid Disclosure Act.
- 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
- 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

#### 4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
  - 4.1.1. Marked with the words “Sealed Bid”
  - 4.1.2. Bid Number
  - 4.1.3. Bid Title
  - 4.1.4. Bid Due Date
  - 4.1.5. Name of the firm submitting the bid
  - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
  - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
  - 4.2.2. Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
  - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
  - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
  - 4.2.5. Use rewritable CD ROM and do not lock files.
- 4.3. **Submission Format:**
  - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
  - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
  - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
  - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
  - 4.3.5. The submission should not contain links to other web pages.
  - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
  - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

## 5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

## 6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
  - 6.1.1. Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
  - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
  - 6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. 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 satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

## 7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

## 8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the bid is due.**
- 8.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

## 9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

## 10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

## 11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.



- 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

## 12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

## 13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 13.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

## 14. BID -- CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

## 15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**

## 16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL §.

## 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2. As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

## 18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide 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 award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 19. LOCAL BIDDER'S PREFERENCE

- 19.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may chose to award a preference to any qualified "Local Contractor/Vendor" in a amount not to exceed 3% of the total amount quoted by that firm.
- 19.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
  - 19.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida
  - OR
  - 19.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

#### 20. SUB-CONTRACTOR

- 20.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

#### 21. BID - PROJECT GUIDELINES (as applicable)

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
  - 21.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
  - 21.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
  - 21.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
  - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.



- 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

## 22. BID – TIEBREAKER

- 22.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
- 22.1.1. Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
- 22.1.2. Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of FL § 287.087.
- 22.1.3. Step 3 Coin Flip: At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.
- 22.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 22.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.

## 23. WITHDRAWAL OF BID

- 23.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
- 23.3.1. The bidder acted in good faith in submitting the bid,
- 23.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
- 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
- 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

## 24. PROTEST RIGHTS

- 24.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 24.2. “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. ([www.lee.gov/procurement](http://www.lee.gov/procurement))
- 24.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 24.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director by 4:00 PM on the 3<sup>rd</sup> working day after the decision** affecting your rights is posted on the Lee County website.

- 24.4.1. The notice must clearly state the basis and reasons for the protest.
- 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time will be granted for mailing.
- 24.5. To secure the right to protest a **“Protest Bond”** and written **“Formal Protest”** document must be filed **within 10 calendar days** after the date of *“Notice of Intent to File a Protest”* is received by the Procurement Management Director.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

## 25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

## 26. CONTRACT ADMINISTRATION

### 26.1. **Designated Contact:**

- 26.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 26.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

### 26.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual Agreement/Contract of both parties.**
- 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 26.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

### 26.3. **BID – Basis of Award:**

- 26.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 26.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 26.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
- 26.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

### 26.4. **Agreement/Contracts/Contracts:**

- 26.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

### 26.5. **Records:**

- 26.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

- 26.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
  - 26.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
  - 26.5.2.3. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - 26.5.2.4. Upon completion of the contract, 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 of the contract, the contractor shall 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 26.5.3. **Public Record:** **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**
- 26.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 26.6. **Termination:**
- 26.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
  - 26.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
  - 26.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
  - 26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

- 26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
- 26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
- 26.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
- 26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
- 26.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

## 27. WAIVER OF CLAIMS

- 27.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

## 28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

## 29. MATERIAL SAFETY DATA SHEETS (MSDS) (as applicable)

- 29.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

## 30. DEBRIS DISPOSAL (as applicable)

- 30.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

## 31. SHIPPING (as applicable)

- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 31.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

## 32. INSURANCE (AS APPLICABLE)

- 32.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

## Major Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
 \$2,000,000 general aggregate  
 \$1,000,000 products and completed operations  
 \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
 \$500,000 bodily injury per person  
 \$1,000,000 bodily injury per accident  
 \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
 \$500,000 disease limit  
 \$500,000 disease – policy limit

\*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section



### **SPECIAL CONDITIONS**

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

1. **TERM**

Multi-year Renewals: The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a two-year (2) period with three (3) renewal option.

### **LETTER OF BONDABILITY**

This bid does not require a Bid Bond, however the Bidder must submit with their bid a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor's bid is under \$500,000.00, and A- (Excellent) or better if Contractor's bid is over \$500,000.00.

If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability.

End of Special Conditions Section

## **SCOPE OF WORK AND SPECIFICATIONS**

### **ELEVATOR SERVICE CONTRACT SCOPE OF WORK**

Lee County is requesting competitive bids from qualified, experienced, and properly licensed and insured Contractors to furnish comprehensive preventative maintenance and repair services for all elevators, lifts, and escalators in Lee County owned facilities. The Contractor shall maintain the covered equipment using skilled maintenance technicians and crews trained to furnish and perform elevator, lift, and escalator equipment and repair services. The Contractor will maintain all vertical transportation systems and equipment in full compliance with applicable codes and permit/license conditions at all times as required by the State of Florida Department of Business and Professional Regulation, and other applicable codes, standards, and requirements as stipulated herein. Regularly and systematically perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, contractor will repair or replace the components listed below if the repair or replacement is necessitated by normal wear and tear.

### **Maintenance and Control Program**

Bidders must develop and submit a draft written routine Maintenance Control Program (MCP) and work schedule for the equipment covered by this request for Bids and the Service Provider Agreement for the County's consideration in awarding this bid. The draft MCP's check charts must contain all items requiring routine inspection, examination, testing, diagnosis, adjustment, cleaning and lubrication, and identify the frequency of such service.

### **Contractor Qualifications and Experience**

The Contractor must have at least ten (10) years of related experience as a commercial contractor in the repair and maintenance of elevators and escalators. The Contractor must also have at least five (5) years experience in performing both elevator and escalator maintenance and repair in a facility the size of and with approximately the same number of elevator and escalator units as Lee County. The Contractor must furnish at the time of bid submittal documentation evidencing the required experience. If Lee County determines that the experience is not commensurate with the required work, Lee County may reject the Bidder and proceed to the next lowest Bidder, without penalty to Lee County and at no cost to Lee County. During the term of the Service Provider Agreement the Contractor shall be required to possess and keep in force all certificates and licenses required to furnish and perform the services specified herein and copies of same shall be submitted with the Bid.

The Bidder shall include with their Bid the name, address, contact person and telephone number of at least three (3) firms for which they are performing or have performed, during the last three (3) years, services similar in size, type, scope, and complexity as described in this Invitation to Bid. The Bidder shall list the number and types of both Hydraulic Elevators, and the number and types of Escalators that they have actively maintained in the five-county area of Southwest Florida (Lee, Charlotte, Collier, Glades, or Hendry Counties) during the prior five (5) years, and identify the time periods during the last prior five (5) years which the Bidder was under contract to maintain such Hydraulic Elevators and Escalators.

### **Financial Responsibility**

The Bidder shall submit with its Bid a statement of their credit standing in the form of one of the following documents: a bank letter of recommendation; a current credit report; or a Dun & Bradstreet report. All financial

information furnished by the Bidder shall be in a separate envelope marked Financial Statements and is not to be included in the electronic version of the Bid.

### **Examination of the Site and OEM Manuals**

Bidders are solely responsible for examining the site(s), equipment, manuals, plans and technical specifications, verifying all information in this Invitation to Bid and all existing and planned site conditions. Bidders shall take into consideration all such conditions as may affect the scope of work specified herein.

### **Personnel and Supervision**

The Contractor shall furnish supervised, competent, licensed, and fully trained personnel who can work productively with limited supervision to perform all phases of work covered by this Invitation to Bid. Contractor's personnel shall have a minimum of a high school diploma or equivalency, and must attend continuing education and training courses consistent with the services to be performed at Lee County. The Bidder shall identify a Supervisor having responsibilities and oversight for the work to be performed at Lee County, and include a resume of the planned Supervisor detailing their experience with servicing Elevators and Escalators over the prior seven years.

The Contractor shall list the names of minimum (10) full-time, properly licensed and certified elevator and escalator technicians and mechanics employed within the area surrounding Lee County, Florida, and include a copy of their Certified Elevator Technician (CET) licenses. The Contractor shall have no less than five (5) of these technicians and mechanics fully badged and trained at all times throughout the term of the Service Provider Agreement to furnish and perform services at Lee County in compliance with the terms of these specifications. The County will provide the security badges to the designated employee's.

The Contractor shall designate at least one (1) Primary and one (1) additional Backup Primary technician assigned to the account who shall perform primary elevator and escalator maintenance and repair services at Lee County in order to ensure service continuity and technician familiarity with the facilities and service issues unique to Lee County. The designated Primary and Backup Primary technicians shall both be current and properly-licensed Certified Elevator Technicians (CET) by the State of Florida Department of Business and Professional Regulation, and a copy of their Certified Elevator Technician (CET) licenses shall be included with the Bid.

The successful Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Lee County representatives may require that the successful Contractor remove from the work site any employee(s) who endanger persons or property or whose continued service under this Agreement is deemed inconsistent with the interests of the Lee County in its sole determination.

Only authorized employees of the successful Contractor shall be allowed on Lee County premises. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee or approved subcontractor of the Contractor with a justifiable need to be on the premises in the performance of work under this Agreement.

The Contractor is also fully responsible for the complete and continuous supervision of its authorized subcontractors throughout the duration of this Agreement. All services furnished by a subcontractor shall be approved by a Lee County representative in advance, and shall be the responsibility of the Contractor.

The Bidder shall furnish, with their Bid, safety related performance data to include their documented Experience Modifier Rate, and their Recordable Injury Rate (RIR) for the year 2016. In the event the safety related performance data reflects elevated safety factors or experiences in excess of industry averages, the Bidder shall furnish an explanation for such elevated reports, and programs, satisfactory to a Lee County representative, to address such conditions in order to be considered for performance of such services under this Invitation to bid.

### **Local Office**

Respondents to this Invitation to Bid shall be required to currently have an operating southwest Florida office not more than sixty (60) minutes driving time from 1500 Monroe Street, Fort Myers Florida 33901 under normal traffic conditions. The local office shall be located in southwest Florida and shall be staffed on a full-time basis by the Contractor and a full-time support staff. The local office shall be an independent office of the Contractor from which all work under this agreement will be managed. Responses to this Invitation to Bid shall identify all individuals who are anticipated to perform work under the agreement, directly or indirectly, at the time the Bid is submitted. Elimination of or substantial reduction of project and support staff performing work under this agreement without the prior written consent of Lee County shall be cause for termination of the agreement. In the event the local office is a satellite or affiliate office, the Contractor should demonstrate the capability of the Southwest Florida office to perform independently of the home/corporate office(s); and, conversely, its capability to obtain necessary support from the home/corporate office(s) in a timely manner.

### **Observation by Lee County**

On-site observation and monitoring shall take place at the discretion of a Lee County representative during all phases of work. A Lee County authorized representative may inspect, monitor or review any work performed as determined necessary and appropriate.

### **Books and Records**

The Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the services furnished under this Agreement and make such materials available at its offices at all reasonable times during the Agreement period and for three years (and as required by Federal law and/or regulations) from the date of the final payment under the Agreement. This shall be for inspection by Lee County or by any other governmental entity or agency participating in the funding of the Agreement, or any authorized agents thereof. Copies of said records will be furnished by the Contractor if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Agreement.

### **Responsibilities of the Contractor**

- A. Contractor shall be responsible for complete routine preventative and predictive maintenance and adjustments, and all repairs and replacement of parts, as well as all inspections, testing, project and modernization service for all equipment listed in the bid proposal form, as authorized.
- B. Contractor shall be responsible for all safety devices and shall perform or assist to perform all safety tests, measurements, diagnostics and inspections as required by the State of Florida Department of Business and Professional Regulation or other regulatory bodies, based on applicable code at the time of award of the Service Provider Agreement.

Should an elevator or escalator fail a safety test, appropriate repairs and/or adjustments must be made and the unit must be placed back in acceptable operational service within twenty-four (24) hours. A request for extension of time may be made by the Contractor if the repair and/or adjustment require additional time. All requests must be made in writing with a sufficiently justifiable explanation for the delay attached. The Contractor must notify a Lee County representative when a unit has been repaired so the Department of Business and Professional Regulation can be notified to re-inspect the piece of equipment.

C. The Contractor shall be responsible for the repair or replacement of damaged hoistway and elevator door closure mating surface parts and door closure safety sensors and devices. The Contractor shall also be responsible for the repair and replacement of damaged or nonfunctioning indicator lights/lamps, emergency alarms, and telephonic emergency call systems in all elevators. Lee County is responsible for providing telephone line service for the emergency call system.

D. The Contractor shall be responsible for maintaining, repairing, and/or replacing all electrical wiring and conductors extending to the elevator system from the main disconnect and mainline switches in machine rooms and from outlets in the hoistways. The main disconnect and mainline switches together with fuses for the same are excluded from the Contractor's responsibility.

E. Contractor shall not be held responsible for loss, damages, or delays due to any cause beyond its control, such as: strikes, fire, acts of government, lightning, flood, wind, or vandalism. Any necessary work shall be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement method.

F. Contractor is not responsible for installation of safety devices or attachments not currently on the equipment covered under this contract, end user misuse, or malfunctions of other systems (i.e. telephone, fire alarm or life safety systems, power, facility maintenance systems, smoke detectors, etc.) that may integrate with the elevator system but are not part of the covered equipment. Any such work shall be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement method.

G. Contractor is not responsible for the underground piping, the elevator cab floor covering, interior cab lighting and cab interior wall panels. Any such work may be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement method.

H. Contractor shall not be held responsible for elevator or escalator State of Florida code, insurance provider or local authority code or required changes, or for additional testing required that might occur after the time of bid submittal. Any necessary work shall be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement method.

I. Contractor shall not be held responsible for scenarios where no technical issues or faults are observed with the units or equipment upon arrival of the technician/mechanic, or scenarios where the technician/mechanic responds to find the elevator keyed off in some manner, or finds debris in the elevator door sill causing the elevator to malfunction, or finds the elevator doors have timed out due to users holding the doors open too long, or similar issue as may be approved by the Lee County maintenance representative. Any necessary work shall be accomplished in accordance with the extra work provisions of the Agreement or by other appropriate procurement methods.

J. Contractor shall not assume possession or control of the equipment or schematics covered under this Service Provider Agreement without Lee County written permission. All manuals, diagrams, and related

documents or equipment must be returned to the Lee County maintenance representative at the end of the contract term or when requested by the representative.

K. Contractor shall ensure that all elevator pits and escalator pits are free of trash, dust, debris, and built-up dirt on a continuing basis, and during each required service maintenance inspection.

### **Routine Maintenance Work**

A. Contractor shall, in accordance with the equipment manufacturer's specifications, on at least a monthly basis, or as may otherwise be stipulated in the manufacturer's operation and maintenance manual or approved maintenance control program (MCP), examine, test, relamp, diagnose, adjust, clean, and lubricate the equipment and repair or replace all worn or defective parts at no additional cost to Lee County. At the Boston Redsox Stadium and the Lee County Sports Complex (Hammond) bi-monthly visits for Hydraulic Elevators and Equipment will be required with six (6) hours per unit annually actively engaged in on-site maintenance.

The Contractor shall, at a minimum, plan to expend at least twelve (12) hours per unit annually actively engaged in on-site maintenance of Hydraulic Elevators, a minimum of 12 hours per unit annually for Traction Elevators, a minimum of two (2) hours annually and quarterly site visits for wheelchair lifts at Lee County, as well as a minimum of eighteen (18) hours per unit annually of on-site maintenance time actively engaged in preventative and predictive maintenance of Escalators, or more as deemed necessary to meet the requirements of these specifications, as approved and with intervals acceptable to the Lee County representative in accordance with OEM service recommendations, State of Florida Department of Business and Professional Regulation codes and requirements, American National Standard Safety Code for elevators and escalators, and ASME codes and recommendations. This does not include time for callbacks, inspections, testing, accessory maintenance, or special project or modernization services. The Lee County representative reserves the right to audit the time on site per unit for preventative maintenance time, to include a review of required web-based automated maintenance reports and/or geopositioning (GPS) location tracking services, as deemed appropriate.

The Lee County representative further reserves the right to reduce payment to the Contractor for monthly maintenance services by unit, at their sole discretion, if the units experience extended unplanned or repeated outages that are not explained or justified to the satisfaction of the Lee County representatives, and/or an audit review of the time on site per unit is below that which is deemed appropriate by the Lee County representatives as stipulated herein or in the Bidder's accepted Bid and related and accepted Maintenance Control Program (MCP).

B. Contractor shall remove all dust, dirt, and debris from surface areas, moving parts, motors, motor pits, and machine rooms when performing any maintenance or repair task.

C. All work performed under the Service Provider Agreement shall meet the requirements of the American National Standard Safety Code for elevators and escalators, the American Society of Mechanical Engineers (ASME), as well as all applicable codes, permit requirements, and/or license conditions of the State of Florida Department of Business and Professional Regulation.

D. All materials, parts, and components furnished under the Service Provider Agreement shall comply with all applicable codes and commercial standards. Replacement parts are to be new OEM-type or Lee County approved equivalents. Repaired, refurbished, reconditioned, and/or rebuilt parts, components and assemblies may be allowed with the prior approval of the Lee County authorized maintenance representative. Any repaired,



refurbished, reconditioned, and/or rebuilt parts or components approved for use shall meet or exceed the specifications of the new OEM part or assembly, as verified by the system manufacturer.

E. The Lee County representative reserves the right to make, or cause to be made, such inspections, tests, or audits as deemed advisable to ascertain that the requirements of these specifications are being satisfactorily fulfilled. The Contractor shall, at no additional cost to Lee County, accompany and escort a certified elevator and escalator inspector of the Lee County choosing on a comprehensive inspection and testing of all covered equipment at least annually.

In addition, the Contractor, at no additional cost to Lee County, shall perform all system diagnostic and safety tests and procedures as may be required by applicable code, and submit the test results to the Lee County maintenance representative and authorized inspector for review and analysis.

If the standards herein specified are not being satisfactorily maintained, the Lee County representative may immediately demand that the Contractor place the elevator or escalator in a condition to meet these requirements. If the Contractor fails to comply with such demands within a reasonable time, the Lee County representative may, by written notice to the Contractor, terminate its right to proceed further with the work. In such event Lee County may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable for any additional costs incurred by Lee County.

#### **Additional/ Optional Escalator Cleandown Services**

The Contractor shall, as an alternate at the Lee County representative's discretion, furnish a separate, per unit additional cost for the disassembly and removal of all escalator steps as part of a escalator unit cleandown, and subsequent off-site pressure washing, degreasing, and necessary repair and servicing of all escalator steps, followed by the immediate reassembly and return to operational serviceability of each unit. As part of this project, the Contractor shall properly adjust or replace, as necessary, step rollers, locking tabs, uplift hooks, friction/guide buttons, etc., and replace the unit's gearbox oil with a manufacturer's approved glycoil product, and lubricate the escalator lip track as necessary in accordance with manufacturer's recommendations, at no extra cost of Lee County, as part of an escalator cleandown project task to take advantage of the steps being disassembled and removed for such cleaning.

This task is anticipated to be performed and authorized annually or bi-annually, as determined appropriate and upon the prior written authorization of the Lee County representative, with the intent of not more than one unit being taken out of service at any one time, and scheduled so as not to have any individual unit out of service for more than seventy-two (72) consecutive hours. The escalator systems shall be properly protected and safety barricaded to eliminate the potential for unauthorized access to the equipment. Pricing for this service, as authorized at the sole option of the Lee County representative, shall be provided by the Bidder as a separate, negotiated item

#### **Equipment Covered**

Machinery examination, testing, diagnosis, adjustment, re-lamping, cleaning and lubrication shall include, but not be limited to the following:

A. Elevators:

- 1) Traction Machine Components, including worm gear, thrust bearings, and housings, drive sheave, drive sheave shaft bearings, brakes including brake pulleys, brake coils, break contacts, and linings (as applicable).
  - 2) Hydraulic Pump Unit Components, including valves, pumps, motors, valve magnet coils, V-belts, bearings, seals, vie fittings, seals and packing.
  - 3) Motor and Motor-Generated Components, including auxiliary rotating systems (tachometer and regulator), field windings, rotating elements, commutator, brushes, brush holders, and bearings.
  - 4) Governor, including sheave and shaft assembly, bearings, contacts, and jaws.
  - 5) All Idler Sheaves, including deflector and secondary, car counterweight, compensation, governor tension assemblies, and related bearings.
  - 6) Controller Components, including relays, contactors, solid state components and circuit boards, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, and computer devices.
  - 7) Selector Components, including selector drive, and all mechanical and electrical drive components.
  - 8) Hoistway Door Interlocks or Locks and Contacts, including hoistway door hangars and tracks, bottom door jibs, and auxiliary door closing devices for power operated doors.
  - 9) Hoistway Limit Switches, slowdown switches, leveling switches, associated cams and vanes.
  - 10) Guide Shoes, including roller or replaceable liners.
  - 11) Buffers (spring or oil), including switches, seals, and packing.
  - 12) Automatic Power Door Operator, door protective devices, car door hangers, track, and car door contact, and personal protection car door sensors.
  - 13) Car and Counterweight Safety Mechanisms, and load weighing equipment.
  - 14) Fixtures, including contacts, buttons, key switches, locks, lamps, and sockets of the following devices: button stations (car and hall), hall lanterns, position indicators, direction indicators, master indicator, and control panels.
  - 15) Traveling Cables for the elevator operations and elevator control wiring in hoistway and machine room.
  - 16) Hoist cables, governor cables, compensating cables, and compensating chains (as applicable).
- B. Escalators:
- 1) Safety devices, emergency stop stations, demarcation lighting, and step and skirt lighting;
  - 2) Step and chain rollers;

- 3) Governors and brakes;
- 4) Electrical switches and wiring;
- 5) Escalator power unit;
- 6) Bearings;
- 7) Handrails, rollers, guides, and inlet brush safety switches;
- 8) Step chains, motors, and gearboxes;
- 9) Comb plates and impact switches;
- 10) Controller parts and solid state components and circuit boards;
- 11) Steps, step tracks, demarcation strips, and step treads.
- 12) Side balustrade panels, impact switches, and step skirt indexing.

### **Hours of Operation, Emergency Callback Service, and Compensation**

Contractor shall provide a per unit preventative and predictive maintenance (PM) service, inspection, and repair callback service price for the covered systems, for PM services performed during regular hours as defined herein as well as for PM services performed between the hours of midnight and 4:30 a.m. In addition, the Contractor shall provide an hourly labor rate for regular hours as defined herein, as well as for premium hours to include all hours outside of designated regular business hours as defined herein, including evenings, weekends, and Contractor-observed holidays, for additional services may be as authorized. The premium overtime rate shall not exceed 1.7 times the regular hourly rate in the Bid schedule, and the premium observed Lee County holidays rate shall not exceed 2.0 times the regular hourly rate in the Bid schedule.

Routine preventive maintenance and repair work may be performed during regular hours, which for purposes of this contract shall be Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m., or between the hours of Midnight and 4:30 a.m., as determined appropriate by Lee County. Billable repair work performed between 4:30 p.m. and 8:00 a.m. Monday through Friday, on weekends, and on Lee County observed holidays shall be considered premium labor and must have the prior approval of the Lee County maintenance representative. Billable repair work performed between 4:30 p.m. and 8:00 a.m. Monday through Friday, on weekends, and on Lee County observed holidays shall be considered premium overtime or holiday labor and must have the prior approval of the Lee County maintenance representative. For callback repair work performed between 4:30 p.m. and 8:00 a.m. Monday through Friday, on weekends, and on Lee County observed holidays, the Contractor shall only be allowed to invoice the difference between the contract premium overtime or holiday labor rates and the regular labor rates, and also must have the prior approval of the Lee County maintenance representative. Repair work started on regular time but finishing on premium time shall be so indicated on work tickets and invoices. Additional or extra work on weekends or holidays must have prior approval from the Lee County representative and may be invoiced at the premium labor rate, as applicable.

Emergency repairs shall be performed twenty-four (24) hours a day, seven (7) days a week. The Contractor shall provide for a 24-hour emergency callback service. The Contractor shall provide a telephone contact service on a 24-hour a day, seven (7) days a week basis. Lee County may contact the Contractor at any time to

report an equipment failure or malfunction and the Contractor must respond and initiate required corrective action within one (1) hour (i.e. sixty [60] minutes) at no additional cost to Lee County. There shall be no additional charge for parts or labor to Lee County for emergency callback service at any time, except as may otherwise be provided for herein.

The Lee County representatives shall have the discretion to determine if it is necessary to have the Contractor respond to a service call related to an outage of one or more systems covered under the Service Provider Agreement, or to defer such response to the next regular operating hours. Outages involving entrapments, major damage, unsafe conditions, electrical concerns, fluid leaks, or significant customer service impacts, or other condition(s) as determined appropriate by the Lee County representative, shall warrant an immediate response not to exceed the response time provided for herein. The inability to respond within the times provided for herein may be considered as cause for placing a service call to another qualified vendor to effect repairs or address the service issue - in such event, the Lee County maintenance representative reserves the right to deduct the cost of such alternative vendor's services from the next Contractor's invoice. Continued inadequate response(s) may serve as cause for termination of the contract, at the sole discretion of the Lee County Maintenance representative, and applicable termination notice requirements may be waived as determined necessary.

### **Performance of Work**

- A. After a piece of equipment is removed from operation for repair and/or maintenance work, such work shall be performed continuously without stoppage until all work is completed, and the equipment is in good and safe operating condition.
- B. Should the performance of the work be discontinued for any reason, the Contractor shall notify Lee County immediately of its intention to stop work. The Contractor shall furnish and set in place, as appropriate, all necessary safety barricades and warning/directional signs.

### **Inspection and Service Visits**

In addition to routine preventive maintenance work, the Contractor shall visit the site at least monthly and perform the following on each elevator and escalator unit included as covered equipment:

- A. Contact the Lee County Maintenance Department representative and obtain a list of items requiring corrective action. When corrective action has been completed the Contractor shall return the above mentioned list stating what, if any, corrective repair actions were taken.
- B. Elevators:
  - 1) Ride car, check starting and stopping operations of doors, reversal devices, check car stopping and leveling operation, and check for unusual noises.
  - 2) Check all indicator lights in the car and at all floors. Check control panels for broken knobs, cracked windows/lens and missing screws. Check all emergency call devices and alarms for proper operation and confirm proper two way communications with the Lee County Communications dispatchers.

- 3) Inspect all equipment in the machine room paying particular attention to contacts, relays, connectors, temperature, and lubricant fluid levels. Proper maintenance and cleanliness of machine room is the responsibility of the Contractor.
- 4) Check condition of pit and clean as necessary.
- 5) Perform a monthly fireman's inspection of each elevator unit as per applicable code.

C. Escalators:

- 1) Ride each escalator, observe starting and stopping, and check for unusual vibration and noises.
- 2) Check general condition of handrail and splices, check handrail for adequate tension and clean handrail brushes if necessary. Check emergency shutoff devices as appropriate.
- 3) Inspect controller box in the escalator pit particular attention to contacts, connectors, and relays. Proper maintenance and clean-up of escalator pits is the responsibility of the Contractor.

D. Make corrections as indicated by the inspection reports and by the Authority or outside contractor.

E. The Contractor shall place neat and durable personnel safety guard barriers satisfactory to the Lee County representative around equipment which could cause a hazard to personnel prior to removal of said equipment from operation. Contractor is responsible for the complete and immediate clean-up of any area(s) soiled as a result of maintenance or repair activity.

### **Forms and Reports**

A. Within thirty (30) days of award of the contract, Contractor will develop and implement a written routine Maintenance Control Program (MCP) and work schedule for the equipment covered under the Service Provider Agreement. The MCP's check charts must contain all items requiring routine inspection, examination, testing, diagnosis, adjustment, cleaning and lubrication, and identify the frequency of such service. A copy of the Maintenance Control Program (MCP) and schedule and any changes shall be submitted to the Lee County Maintenance and Contract Department representatives for review and approval prior to implementation. Once approved by Lee County, the MCP will supersede and replace the draft MCP that Contractor submitted as part of its bid.

The Maintenance Control Program (MCP) shall standardize the required maintenance procedures for each covered unit. The MCP required maintenance procedures shall be determined for each unit based on the equipment, usage, and the age and demonstrated reliability of the equipment. Appropriate maintenance procedures shall be initiated to promote consistent reliable performance from each unit covered under the agreement. An automated service request history will be made available to the Lee County representative, and if the frequency of Service Requests were to increase, additional service will be scheduled to improve the performance and reliability of the unit. Reliability of the equipment is essential to a successful maintenance program, and shall be used as a measure of successful performance under the agreement. The Contractor's MCP shall establish a system whereby all maintenance tasks and procedures are planned and scheduled in advance, based on actual site conditions and specific to the systems at Lee County and covered by the agreement.

The Contractor's Maintenance Control Program will plan and record completion of maintenance procedures as defined in the MCP at the approved and proper times and intervals. Intervals shall be monitored and recorded so

as to properly schedule the necessary procedures in advance. The Lee County Contract Manager will notify the Contractor in writing of a request to increase preventative maintenance service time, frequencies, or intervals on covered equipment units based on the reliability of the equipment, usage, demand, run time, age, or related factors, and the Contractor shall comply with the Lee County request with regard to the Contractors MCP.

B. Following each monthly service visit or emergency response, the Contractor shall submit an electronic service ticket by email to the Lee County representative indicating the date, time of service, service personnel, and hours worked by each, condition of the equipment, parts and components utilized, and a list of items corrected.

C. The Contractor shall submit to the Lee County representative quarterly system reports. These reports shall identify the equipment number, site visits, checks, services performed, repairs made and parts utilized. The reports shall be submitted separately, but will reference the date of service listed on the service tickets for coordination purposes.

D. The Contractor shall implement an automated, user-friendly web-based reporting system and furnish the Lee County representative with electronic access to view all preventative and repair maintenance reports and service call details as required under this Agreement. The web-based reporting system shall accommodate access for viewing and monitoring of contract reports and related system information within one hundred twenty (120) calendar days of the initial contract start date.

E. If the Contractor fails to submit and maintain the required forms and reports as stipulated herein that failure may result in a suspension or delay of payment to the contractor for the monthly service fees relating to the affected systems and equipment until the proper forms and/or reports are completed to the satisfaction of the Lee County maintenance representative. Any subsequent delay in the provision of services included in this Service Provider Agreement shall be considered as non-compliance and subject to corrective actions, including stop work orders, third party intervention, and contract termination, as determined appropriate and necessary by the Lee County representative.

### **Spare Parts and Job Material Inventory and Procurement**

A. Contractor shall maintain, at its expense, a comprehensive off-site inventory warehouse of parts for all the equipment covered under this contract, or be able to obtain any part within four (4) hours at no additional cost to Lee County. The comprehensive off-site inventory shall include, but is not limited to, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, door hangers, rollers, and hoistway limit switches. The Bidder shall identify the location of their off-site inventory warehouse as part of the Bid, and such warehouse shall be available for inspection by the Lee County representative at any reasonable time during the term of the contract to verify compliance with the intent of maintaining such a comprehensive off-site parts inventory warehouse.

B. Contractor shall maintain a supply of contacts, coils, leads, brushes, lubricants, and other minor parts, consumables and materials in a machine room for performance of routine preventive and repair maintenance at no additional cost to Lee County. All such parts, consumables, and materials shall be properly stored in closed, fire resistant cabinets to be furnished by the Contractor.

C. In addition to the parts, materials, and consumable required above, the Contractor shall maintain an on-site inventory of additional specific parts and components as detailed in Minimum On-Site Spare Parts Inventory to minimize equipment out of service time at no additional cost to Lee County. The Contractor shall furnish a separate closed and secure fire resistant cabinet(s) or locker(s) to store the required parts in a location



to be determined by Lee County. The Contractor shall document all parts and components removed and/or added from and to this on-site inventory, documenting the date, time, affected unit, and condition requiring the utilization, removal and/or replacement of said parts and components. The Contractor shall promptly arrange to replace said part(s) or component(s) into the Minimum On-Site Spare Parts Inventory. This Minimum On-Site Spare Parts Inventory requirement is above and beyond the comprehensive off-site inventory requirements and on-site minor parts, supplies, and consumables materials or any other parts requirements described in these specifications.

The Contractor's Minimum On-Site Spare Parts Inventory shall be subject to inspection and audit at the discretion of the Lee County representative. In the event the Contractor's Minimum On-Site Spare Parts Inventory is found to be missing required on-site parts or components, the Contractor shall be informed of such shortage in writing, and will be required to replace such missing part(s)/component(s) inventory within thirty (30) days at no additional expense to Lee County.

D. Contractor shall, at no additional charge to Lee County except as otherwise provided for herein; replace all worn, damaged, and malfunctioning elevator and escalator system parts, components, and materials identified during a preventative maintenance inspection or during a callback repair service. Regular or high volume parts, as recommended by the Contractor in addition to the Minimum On-Site Spare Parts Inventory, or other parts components, and materials may be stored in an additional separate closed fire resistant cabinet furnished by the Contractor in a location to be determined by Lee County.

E. Contractor shall only invoice Lee County for billable parts or components, as defined and provided for herein, brought from inventory or a retailer, and subsequently installed and/or used at Lee County. The Contractor shall bid a percentage mark-up for Non-Manufacturer's system parts authorized for installation in the covered equipment in the Bid schedule. If the part(s) furnished by the Contractor are provided or manufactured directly by the Contractor or its affiliate, the Contractor shall invoice the manufacturer's retail price for said part, less any allowable discounts. Purchase price for non-manufacturer's parts includes any state sales tax that may be applicable. Freight and shipping services shall be invoiced on a direct pass through basis, and shall not be subject to markup by the Contractor. If requested, the Contractor shall furnish invoices or statements to support the cost of any authorized part purchase. All repair and replacement parts shall be OEM per original elevator/escalator manufacturer, unless otherwise approved in advance by Lee County.

F. In the event that the cost of replacement parts shall exceed twenty-five percent (25%) of the replacement value of the equipment under work, the Contractor shall cease work and so notify the Authority. The Authority reserves the option of authorizing work continuance or to withdraw the equipment from service.

### **Third Party Inspections and Applicable Code Compliance**

A. Lee County shall arrange for an annual safety and quality assurance inspection of the covered equipment by an expert inspector/consultant of Lee County choosing, as required by the State of Florida Department of Business and Professional Regulation. The Contractor shall assign at least one (1) but no more than two (2) technician(s) or mechanic(s) to accompany the Lee County inspectors on all initial and follow-up inspections and to assist in opening equipment, testing, etc. The Contractor shall not be compensated for the time spent in assisting with the required annual equipment inspections, and any related follow-up inspections/testing. The Contractor shall be eligible for compensation, as per the applicable contract hourly labor rate(s), for time spent in assisting with any additional system and equipment inspections as may be requested by the Lee County representative.

B. Inspections shall be scheduled and performed at intervals to be determined by Lee County. Lee County shall use these inspections as a determination of the quality and efficiency of current preventative and repair maintenance services being provided by the Contractor. Lee County may require elevator inspection items involving testing of the fire alarm system to be performed between Midnight and 4:30 a.m., or other hours as determined appropriate.

C. All inspection results shall be made available to the Contractor. The Contractor shall make the necessary corrections within the scope of the contract to address any recommendations which are cited in the inspection report and with prior approval in writing by Lee County.

D. The Contractor shall maintain the equipment in compliance with all applicable codes, directives, and advisories as required in the industry or any governmental entity, and specifically as mandated by the State of Florida Department of Business and Professional Regulation for the code in effect at the time of the award of this contract. The Contractor, in conjunction with the Lee County designated third party inspector as part of the required annual inspection, shall provide and perform all required equipment safety inspections, diagnostic testing, cleaning, adjusting, repairs, and correction of all noted discrepancies, without delay as described herein, as well as any other functions and activities required by applicable codes. This shall include, but not be limited to, the following items and systems:

- 1) Annual Cleandowns of (or as otherwise required) Elevator and Escalator Equipment
- 2) Annual (or as otherwise required) Escalator Comb Plate Impact Switches
- 3) Annual (or as otherwise required) Escalator Side Panel Skirt Switches
- 4) Annual (or as otherwise required) Escalator Step Skirt Indexing

### **Lee County Inspections**

A. Lee County personnel shall routinely conduct cleanliness or potential fire hazard inspections of all equipment and associated mechanical rooms. The Contractor shall keep each elevator and escalator mechanical room and any on-site parts/materials/consumables lockers and cabinets in a clean, safe and acceptable condition, as determined appropriate by the Lee County maintenance representative.

B. Subsequent to these inspections, the Contractor shall take immediate steps to correct all discrepancies observed by the Lee County maintenance representative within forty-eight (48) hours of being notified in writing of such discrepancy.

### **Communications**

A. The Contractor shall establish an effective communications link with Lee County for the duration of the Service Provider Agreement. Contractor must provide a home/office telephone number, answering service, or cell phone number that Lee County can use to contact the Contractor on a 24-hour basis, seven (7) days a week.

B. Lee County reserves the right to withhold all or part of any payment due to the Contractor until such communication is present or if the Contractor fails to respond to the Lee County representative within sixty (60) minutes.

C. The Contractor shall cooperate with Lee County representatives in performing work so that interference with the normal operations of Lee County will be held to a minimum. The Contractor shall check in with the Lee County designated representative prior to beginning work, and prior to departing Lee County upon conclusion or completion of the work to provide an equipment status update. The Lee County maintenance department representative shall furnish the Contractor with procedures and contact telephone numbers for the designated representative(s) to accommodate the coordination of all service and maintenance issues and activity with Lee County. Lee County reserves the right to withhold all or part of any payment due to the Contractor in the event the Contractor fails to contact the Lee County designated representative to check in and out, and/or to coordinate or provide appropriate status updates.

### **Extra Work Authorization**

A. The Authority shall be authorized to request the Contractor perform certain billable or extra work, as defined herein, on a per task basis. Any extra work must have prior written authorization of the Lee County Contract Manager. Such work tasks may include, but shall not be limited to, repair of equipment necessitated by vandalism, accidental damage, or natural causes, system enhancements or modifications, and/or the installation or additional controls and safety devices.

B. Each Bidder shall submit in the Bid Schedule the regular and premium overtime and holiday hourly rates for each class of employee or team of employees to be used in the performance of billable and/or extra work, as authorized for the Service Provider Agreement, for use in determining compensation to the Contractor for billable and/or extra work completed. Contractor shall furnish the Lee County representative with a current listing of service personnel designating their classification and furnish updates as necessary throughout the term of the Agreement.

### **Compensation to the Contractor**

A. The Contractor shall be compensated on a monthly fixed fee basis for all preventative maintenance services, callback services, and inspections as specified in the contract. However, Lee County reserves the right to withhold not more than fifty percent (50%) of the monthly amount if work is determined by Lee County representatives to be incomplete or not properly completed, minimum planned preventative and predictive maintenance time or frequencies are not being met, or for unreasonable delivery time for parts, components, and materials, as determined appropriate by Lee County, until the work is completed and approved by the Lee County representative. Compensation for preventative maintenance service, callback service, and inspections includes all necessary labor, parts, materials, consumables, overhead, profit, delivery, storage, burden, insurance, bonds and all similar incidental costs required to complete the work.

B. The Contractor shall be compensated on a monthly, time and material or per job basis for Billable or Extra Work completed and approved by the Lee County representative.

C. Lee County shall reimburse the Contractor for billable parts needed at the purchase price plus a mark-up, or at retail less applicable discounts for any Contractor direct-supplied OEM parts as specified in the contract, or as applicable. Freight and shipping charges shall be a direct pass through and are not subject to Contractor markup. The Contractor may be requested to submit copies of vendor invoices, price lists, bills of lading, packing slips, and related supporting documentation with their invoices.

D. Lee County reserves the right to add or delete equipment from this contract with an appropriate change in the compensation to the Contractor. Any change in compensation shall be calculated on a plus or minus to unit rates as specified in the contract, or as negotiated to reflect per system operational or structural conditions

or variations or as appropriate for additional or extra work, as applicable and determined appropriate by Lee County.

### **Shift, Weekend and Holiday Work**

A. The Contractor shall conduct all work at such times and in such a manner as to ensure minimal interference with ongoing Lee County operations. This may necessitate the Contractor to conduct certain activities outside of designated regular hours as determined necessary at the sole discretion of the Lee County representative.

B. Work to be performed under this contract shall normally be accomplished Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m., or as otherwise arranged between the Contractor and the Lee County representative. The Lee County maintenance department representative reserves the right to interrupt or alter the work schedule as necessary on a temporary or permanent basis within the time frame provided at no additional cost to Lee County. The Lee County representative must give the Contractor at least forty-eight (48) hours notice to any schedule changes except in an emergency situation as determined by the Lee County representative.

C. No work requiring the presence of the Lee County representative shall be permitted on Saturday, Sunday, or legal Holidays designated as overtime holidays, except when approved in advance by the Lee County representative, in writing, forty-eight (48) hours in advance of the desired workday(s), or in cases of emergency, and then to such extent as is absolutely necessary.

### **Scheduling of Work**

The Contractor shall, within thirty (30) days of contract commencement, develop and implement a Maintenance Control Program (MCP), as approved by the Lee County representative, which standardizes the required maintenance procedures for each covered unit. Once approved by Lee County, the MCP will supersede and replace the draft MCP that Contractor submitted as part of its bid. The MCP procedures shall be determined for each unit based on the equipment, usage, age of the equipment, or reliability of the unit. Appropriate maintenance procedures shall be initiated to promote consistent reliable performance from each unit covered under the agreement. An automated service request history shall be made available to the Lee County representative, and should the service request frequencies increase, additional service shall be scheduled to improve the performance and in-service ratio of the unit. Reliability of the equipment is essential to a successful maintenance program, and shall be used as a measure of successful performance under the agreement. The Contractor's MCP shall establish a system whereby all maintenance tasks and procedures are planned and scheduled in advance, based on actual site conditions and specific to the systems at Lee County and covered by the agreement.

The Contractor shall use the Maintenance Control Program to plan and record completion of maintenance procedures as defined in the MCP at the approved and proper levels. Intervals shall be monitored and recorded so as to properly schedule these procedures in advance.

### **Emergencies**

An emergency shall be defined as an entrapment in an elevator, major or multiple system outages, or other situation which results in an extraordinary customer service impact to the users at Lee County facilities. In the event of an emergency as may be declared by the Lee County maintenance representative, the Contractor shall dispatch a technician to Lee County immediately.

The Technician shall respond to entrapment service requests by being on site within 30 minutes during regular business hours, or no more than 60 minutes outside of regular business hours, to the extent practicable. If an elevator entrapment has occurred due to misuse, travel time to and from the Lee County facility shall also be included in the additional costs.

### **Maintenance Records**

The Contractor shall have an established, web-based record keeping system. The documentation system shall include all reports of elevator and escalator service requests placed by Lee County and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered, and the steps or actions taken to correct the problem, and whether the issue was performed as a callback service preventable under the preventative and predictive maintenance control program, or as a billable service not otherwise preventable under the preventative and predictive maintenance control program. These records shall also be kept on an individual unit basis.

The Contractor shall keep archived a maintenance history, used by the technician to record completed work. The maintenance history shall indicate the last completion date for each procedure by unit. In addition, the history shall be maintained throughout the life of the Service Provider Agreement, as may be amended, renewed, or extended, and for no less than three years after final payment on the Agreement, so that procedures completed in year prior to the current year are properly documented.

The Contractor, upon the Lee County request, shall provide copies of all service tickets and/or checked maintenance report to support any submitted invoice. When a technician is on site for maintenance, the time ticket may be emailed electronically from the technician to the Lee County maintenance representative. In cases where the technician is on site for a service request, the time ticket may similarly be emailed electronically from the technician to the Lee County maintenance representative.

The Contractor shall maintain, in the elevator and/or escalator machine room, all maintenance records in accordance with the requirements of ASME A1 7.1, 2004, Item 8.6.1.4., or the succeeding or replacement requirement. In addition, the Contractor shall furnish the Lee County representative with additional copies of its standard Customer report of repairs, tests, and service requests for the units, listed by unit.

Plans and documents shall be updated with any changes made and shall remain in possession and ownership of Lee County. Documentation shall include all programming changes and modification to protect and preserve the reliability of the documentation.

### **Use of Technology**

The Contractor shall have the capability to effectively use advanced technology to enhance the quality and efficiency of its Maintenance Control Program (MCP). Such capabilities may include, but not limited to remote elevator monitoring technology, enhanced access to technical support for front line technicians, advanced data collection and analysis capabilities, and online customer access to maintenance records.

### **Online Access to Records**

In addition to phone service records, the Contractor shall furnish an online service to allow the Lee County maintenance representatives direct access to a 24-hour dispatching system and database from a personal computer, tablet, or handheld smart device. This service shall allow the Lee County maintenance representative

to place a service request and review the status of the service request directly from the PC, tablet, or smart device. The Lee County maintenance representative shall further be able to access repair and service request history for all covered equipment. The Contractor shall furnish instructions and training on how to use the system, and include all licensing, at no cost to Lee County.

At a minimum, the Contractor's online system shall be able to furnish the following:

- A) A twelve (12) month rolling history of service request data that shall show dates, times, reported problem and resolution. Units shall be "live" to show status of all calls (received, dispatched, onsite, completed).
- B) Mean time between service request data on a per unit basis.
- C) A six (6) month history of all visits to Lee County facilities including those for maintenance, service requests, testing, repairs, or project work.
- D) Proposal history to view any open proposals and service recommendations.
- E) Local sales representative and Supervisor/Superintendent contact information.
- F) Generate emails to the Lee County maintenance representative for Service Request notifications, summary of service requests (weekly, monthly, quarterly, or annually).
- G) Indicate if equipment has remote monitoring.
- H) Data shall be able to be downloaded into either an 'excel' or '.pdf' document format.

Prior to the commencement of the Agreement, the Contractor shall furnish the Internet web address, and instructions and training on how to use the system, at no additional cost to Lee County.

### **Wiring Diagrams**

The Contractor shall be responsible for maintaining wiring diagrams current with all changes or additions made to the Equipment's wiring system in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.6.3. Any wiring changes shall be to point of origination and not spliced. The original (reproducible type) diagrams are the property of Lee County and are to be kept on file in the office of the Lee County maintenance representative at all times. Additionally, one set of marked up diagrams shall remain or become the property of Lee County.

### **Written Safety Program**

The Contractor shall use only technicians trained in maintaining the makes and models of the equipment to be maintained, supervised and directly employed by the Contractor and shall use reasonable care to see that the equipment is maintained as set forth herein. The maintenance work shall not be assigned to any agent or subcontractor without the prior written approval of the Lee County.

### **Modernization**



The Contractor, as requested by the Lee County representative, shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment of accessories or features added or made to covered elevator or escalator units, to improve or enhance the performance, safety, reliability, aesthetics, cosmetic appearance, or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples may include, but not be limited to, new or updated controller for all types of equipment, new or updated signal fixtures for all types of equipment, a new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes/cables, new or modified door equipment, ADA compliance upgrades, code upgrades, safety enhancements, escalator steps, etc.

The Contractor, as requested by the Lee County representative, shall examine the existing equipment, determine current condition of any retained components, space conditions or restrictions, power supply and availability, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize any existing covered equipment. Any retained components are to be examined, cleaned, and adjusted as necessary.

### **Minimum On-Site Spare Parts Inventory**

Also, please find the minimum parts list that should be stocked locally in order to keep your elevators up and avoid long down-time delays.

| <b>PART NUMBER</b> | <b>DESCRIPTION</b>        | <b>Quantity</b> | <b>Manufacturer</b> |
|--------------------|---------------------------|-----------------|---------------------|
| KM277931           | Tachometer                | 3               | KONE                |
| US95879001         | Tach. Wheel               | 2               | KONE                |
| KM616267G02        | Tach. Cable               | 2               | KONE                |
| US64655015         | Brake                     | 2               | KONE                |
| KM710216g04        | Brake                     | 2               | KONE                |
| KM784780g01        | Brake cable               | 2               | KONE                |
| KM762710G01        | HAS Board                 | 3               | KONE                |
| KM713700G13        | Floor Control Board       | 3               | KONE                |
| KM713228G03        | Magnet aligning           | 6               | KONE                |
| KM713228G01        | Magnet aligning           | 6               | KONE                |
| KM280876           | Hoistway switch           | 3               | KONE                |
| KM277938           | Encoder                   | 3               | KONE                |
| KM280260           | O-ring                    | 3               | KONE                |
| KM89144g01         | Gov. motor unit           | 3               | KONE                |
| US52874002         | Tension sw.               | 2               | KONE                |
| KM254372           | Tension sw.               | 2               | KONE                |
| KM283208           | Tension sw.               | 2               | KONE                |
| KM280478           | Final limit sw.           | 2               | KONE                |
| KM802870g02        | LCEGTWO board             | 2               | KONE                |
| US64594002         | Oscillator                | 3               | KONE                |
| KM823857G01        | Inspect station           | 1               | KONE                |
| KM802850g11        | Car top cross connect brd | 2               | KONE                |
| KM802890g01        | Car top crss conn II brd  | 2               | KONE                |

|             |                        |   |               |
|-------------|------------------------|---|---------------|
| KM770210G01 | KRM Interface brd      | 2 | KONE          |
| KM280783    | Pwr supply brd         | 2 | KONE          |
| km86800G16  | CWT roller assmbly     | 4 | KONE          |
| KM604124G16 | Roller assmbly         | 4 | KONE          |
| KM713780g01 | LCEFOB brd             | 3 | KONE          |
| KM782999g02 | Drive                  | 2 | KONE          |
| KM953503g14 | Drive                  | 2 | KONE          |
| MC-PCA-OA2K | PC ADV. Program        | 1 | Motion Cntrl  |
| SC-SB2K-H   | RLY BD Main            | 2 | Motion Cntrl  |
| SC-HDIO     | 3I Dens I/O BD         | 1 | Motion Cntrl  |
| HC-PCI/O    | POWER INPUT/OUTPUT     | 1 | Motion Cntrl  |
| HC-I40      | I/O EXPANDER           | 1 | Motion Cntrl  |
| SC-BAH      | By Pass board          | 1 | Motion Cntrl  |
| HC-DB-MOD   | Door Board             | 1 | Motion Cntrl  |
| HC- CI/O    | CALL INPUT/OUTPUT PCBA | 1 | Motion Cntrl  |
| HC-GB       | GONG BOARD W/2 RELAYS  | 1 | Motion Cntrl  |
| 6300 HLI    | user interface         | 1 | Thyssen Krupp |
| 6300 PY2    | door board             | 1 | Thyssen Krupp |
| 6300 CE2    | aux sensor             | 1 | Thyssen Krupp |
| 6300 LN1    | lon board              | 1 | Thyssen Krupp |
| 6300 FF2    | interface board        | 1 | Thyssen Krupp |
| KM803942g01 | Brake control brd      | 2 | KONE          |
| KM773380g02 | LCECPU brd.            | 2 | KONE          |
| KM773360g01 | LCEADON brd.           | 2 | KONE          |
| KM713150G11 | LCEOPT brd.            | 2 | KONE          |
| KM782998g08 | Brake resist module    | 1 | KONE          |
| KM782998g02 | Brake resist module    | 1 | KONE          |
| KM713180G11 | Gateway brd.           | 2 | KONE          |
| KM713180G09 | Rectifyer brd.         | 2 | KONE          |
| KM713110G04 | LCECAN Brd             | 1 | KONE          |
| KM781380G01 | HCB Brd.               | 2 | KONE          |
| KM757650G11 | LCE COB brd.           | 2 | KONE          |
| KM277949    | Filter                 | 1 | KONE          |
| KM804163g06 | Button                 | 3 | KONE          |
| KM804164g07 | Button                 | 3 | KONE          |
| KM804122g02 | Lantern                | 2 | KONE          |
| KM804263H01 | PI Display             | 2 | KONE          |
| US77591001  | Door motor             | 2 | KONE          |
| KM5060047   | Drive motor            | 1 | KONE          |
| KM3719604   | Comb segment           | 4 | KONE          |
| KM3719605   | Comb segment           | 4 | KONE          |
| KM3719606   | Comb segment           | 4 | KONE          |
| KM5060005   | Hub                    | 1 | KONE          |

|              |                   |   |      |
|--------------|-------------------|---|------|
| DEE3704422   | Escalator step    | 4 | KONE |
| KM5072295G10 | Power sply brd.   | 1 | KONE |
| KM5072323g01 | CPU               | 1 | KONE |
| KM5072315H30 | Starter           | 1 | KONE |
| US96224002   | Switch            | 4 | KONE |
| us68689001   | Stop sw./cover    | 1 | KONE |
| US97030001   | Step detector     | 1 | KONE |
| us96222002   | Demarcation light | 1 | KONE |
| US520141410  | Soft starter      | 1 | KONE |
| 2529413      | Brd               | 1 | Otis |
| A8114A1      | Brd               | 1 | Otis |
| B8110C2      | Brd               | 1 | Otis |
| 0124B        | Brd               | 1 | Otis |
| 8120 E1      | Brd               | 1 | Otis |

### Lee County Elevators and Chair Lifts

| Facility                             | Building # | Elevator #  | Total Elevator(s) | Total Lift(s) |
|--------------------------------------|------------|---|-------------------|---------------|
| Melvin Morgan Constitutional Complex | 5151340    | 1, 2, & 3 SERVICE   | 3                 | 0             |
| Ortiz Jail Complex                   | 5151349    | 1, 2, 3, & 4 (3 & 4 under contract with TK**)   | 4                 | 0             |
| Cape Coral Government Complex        | 5151351    | 1 & 2, Lifts 1 & 2  | 2                 | 2             |
| Public Works                         | 5151352    | N1, N2, S1 & S2   | 4                 | 0             |
| Admin                                | 5151341    | 1, 2 & 3  | 3                 | 0             |
| Old Courthouse                       | 5018684    | 1   | 1                 | 0             |
| Justice Center Proper                | 5151342    | 1 - SERVICE, 2, 3, 6, 7, 8, 9, 10, 11   | 9                 | 0             |
| Justice Center Tower                 | 5186527    | PE1, PE2, PE3, PE4, J1, J2, PR1, PR2, ESC-UP, ESC-DOWN<br>CHAIRLIFTS IN CR 2A, 2B, 3A, 4A, 4B, 5A, 5B, 6A, 7A, 7B, 8A, 8B<br>5A, 5B, 6A, 7A, 7B, 8A, 8B | 8                 | 19            |
| CenturyLink Sports Complex           | 5151363    | 1, 2 & 3  | 3                 | 0             |
| Twins Players Academy                |            | 1   | 1                 | 0             |
| City of Palms                        | 5019527    | 1   | 1                 | 0             |
| Kelly Road Soccer Field              | 5151364    | 1 - CHAIRLIFT   | 0                 | 1             |
| Mid Point Toll Facility              | 5151366    | 1   | 1                 | 0             |
| Justice Center Annex                 | 5016281    | 1, 2, 3, 4 - GARAGE   | 4                 | 0             |
| County/City Annex                    | 5161870    | 1 & 2   | 2                 | 0             |
| Admin East                           | 5170210    | 1, 2 & 3  | 3                 | 0             |
| Sanibel Toll Facility                | 5168249    | 1   | 1                 | 0             |
| Lakes Regional Library               | 5188934    | 1 - CHAIRLIFT   | 0                 | 1             |
| Sheriff Gun Range                    | 5188944    | 1 - CHAIRLIFT & 2 - CHAIRLIFT   | 0                 | 2             |

|                           |         |                         |           |           |
|---------------------------|---------|-------------------------|-----------|-----------|
| Downtown Jail             | 5060887 | 1, 2, 3, 4, 5 - FREIGHT | 5         | 0         |
| Employee Parking Garage   | 5195762 | 1 & 2                   | 2         | 0         |
| Ft Myers Regional Library | 5216709 | 1, 2 & 3                | 3         | 0         |
| JetBlue Stadium           | 5205540 | 1, 2 & 3                | 3         | 0         |
| Solid Waist               |         | 1                       | 1         | 0         |
| <b>Totals</b>             |         |                         | <b>64</b> | <b>25</b> |

End of Scope of Work and Specifications Section

## REQUIRED FORMS

### INVITATION TO BID

These forms are required and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

#### **Form #    Title/Description**

##### **1      *Solicitation Response Form***

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

##### **1a     *Bid/Proposal Form***

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

##### **1b     *Business Relationship Disclosure Requirement* (as applicable)**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983))** to be completed and **returned with solicitation response**. **It is the Bidder's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FL § 112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

##### **2      *Affidavit Certification Immigration Laws***

Form is acknowledgement that the Bidder is in compliance in regard to Immigration Laws.

##### **3      *Reference Survey***

Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete **"Section 3."**
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

#### 4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Bidder has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

#### 5 *Affidavit Principal Place of Business*

Certifies Bidder’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

#### 6 *Sub-Contractor List* (as applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

#### 7 *Public Entity Crime Form*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

#### *Bid/Proposal Label* (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

#### *Include any licenses or certifications requested* (as applicable)

Local Business Tax Account (as applicable)

Bidder’s responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)





**LEE COUNTY**  
SOUTHWEST FLORIDA

**LEE COUNTY PROCUREMENT MANAGEMENT**  
**SOLICITATION RESPONSE FORM**

Date Submitted: \_\_\_\_\_

Deadline Date: 6/6/2017

SOLICITATION IDENTIFICATION: B170151/ANB

SOLICITATION NAME: Elevator Service & Repair

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

☐ SAME AS PHYSICAL \_\_\_\_\_

**ADDRESS MUST MATCH SUNBIZ.ORG** \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX \_\_\_\_\_

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

|           |              |           |              |           |              |
|-----------|--------------|-----------|--------------|-----------|--------------|
| No. _____ | Dated: _____ | No. _____ | Dated: _____ | No. _____ | Dated: _____ |
| No. _____ | Dated: _____ | No. _____ | Dated: _____ | No. _____ | Dated: _____ |

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number:

**\*\* Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website [www.sunbiz.org](http://www.sunbiz.org) establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. (a sample is attached for your reference)

1 **Collusion Statement:** Lee County, Fort Myers, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

**Form#1 – Solicitation Form, Page 2**

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**If this disclosure is applicable request form “*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*” (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

- 4** Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

Yes

No

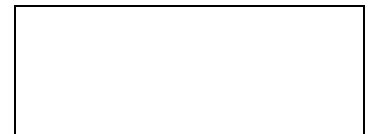
**ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)**

\_\_\_\_\_  
Company Name (Name printed or typed)

\_\_\_\_\_  
Authorized Representative Name (printed or typed)

\_\_\_\_\_  
Authorized Representative’s Title (printed or typed)

\_\_\_\_\_  
Authorized Representative’s Signature



(Affix Corporate Seal, as applicable)

\_\_\_\_\_  
Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
Witness/Secretary Signature

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

**Detail by Entity Name****Florida Profit Corporation**

Bill's Widget Corporation

**Filing Information**

Document Number 655555  
FEI/EIN Number 5111111111  
Date Filed 09/22/1980  
State FL  
Status ACTIVE  
Last Event AMENDED AND RESTATED ARTICLES  
Event Date Filed 07/25/2006  
Event Effective Date NONE

**Principal Address**

555 N Main Street  
Your Town, USA 99999  
Changed 02/11/2012

**Mailing Address**

555 N Main Street  
MYour Town, USA 99999  
Changed 02/11/2012

**Registered Agent Name & Address**

My Registered Agent  
111 Registration Road  
Registration, USA99999  
Name Changed: 12/14/2006  
Address Changed: 12/14/2006

**Officer/Director Detail****Name & Address**

Title P  
President, First  
555 AVENUE  
Anytown, USA99999

Title V  
President, Second  
555 AVENUE  
Anytown, USA99999

**Form 1a – Bid/Proposal Form** (not applicable for CCNA solicitations)

Lee County Procurement Management  
**BID/PROPOSAL FORM**

**Company Name:** \_\_\_\_\_

**Solicitation #** B170151/ANB **Solicitation Name** Elevator Service & Repair

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.

**Multi-year and Renewals**

The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a two-year (2) period with the option of three (3) additional one (1) year renewals. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

**PREVENTATIVE MAINTENANCE (PM) SERVICE AND INSPECTIONS PERFORMED  
 DURING REGULAR OPERATING HOURS**

| Please include this page with your submission package. |  |                               |  |
|--|--|-------------------------------|--|
| <i><b>Item #</b></i>                                   | <i><b>Description</b></i>  | <i><b>Number of Units</b></i> | <i><b>Monthly Maintenance Location Price</b></i> |
| 1  | Lee County Sports Complex (Hammond)<br>14100 Six Mile Cypress Pkwy, Fort Myers, FL         | 4                             |  |
| 2  | Lee County Government Bldg, (Cape Coral)<br>1039 Southeast 9 <sup>th</sup> , Cape Coral FL | 4                             |  |
| 3  | Lee County Constitutional Complex<br>2480 Thompson St. Fort Myers, FL                      | 3                             |  |
| 4  | Lee County Administrative Bldg<br>2115 2 <sup>nd</sup> Street Fort Myers, FL               | 3                             |  |
| 5  | Lee County Justice Center & Court Bldg<br>1700 Monroe St, Fort Myers, FL                   | 9                             |  |
| 6  | Lee County Jail<br>2115 Martin Luther King Blvd Fort Myers, FL                             | 5                             |  |
| 7  | Old Lee County Courthouse<br>2120 Main Street Fort Myers, FL                               | 1                             |  |
| 8  | Public Works Bldg<br>1500 Monroe St. Fort Myers FL   | 4                             |  |
| 9  | Kelly Road Chair Lift<br>7340 Concourse Dr. Fort Myers FL                                  | 1                             |  |
| 10   | Lee County Palms Park (Old Red Sox)<br>2201 Edison Ave, Fort Myers FL                      | 1                             |  |
| 11   | Lee County Admin East Bldg<br>2201 2 <sup>nd</sup> St, Fort Myers FL                       | 3                             |  |
| 12   | Lee County Mid-Point Bridge<br>1930 Southeast 23 <sup>rd</sup> , Cape Coral FL             | 1                             |  |
| 13   | Lee County Sanibel Bridge Toll Plaza<br>18700 McGregor Blvd, Fort Myers FL                 | 1                             |  |
| 14   | Lee County City-County Dev. Services<br>1825 Hendry St, Fort Myers FL                      | 2                             |  |

|                    |  |    |  |
|--------------------|--|----|--|
| 15                 | Lee County Justice Center Annex<br>2000 Main Street, Fort Myers FL             | 4  |  |
| 16                 | Lee County Lakes Regional Library<br>15290 Bass Road, Fort Myers FL            | 1  |  |
| 17                 | Lee County Gun Range<br>6570 Felix Romano Ave, Fort Myers FL                   | 2  |  |
| 18                 | Lee County Justice Center Exp TP Elevator<br>1700 Monroe St, Fort Myers FL     | 8  |  |
| 19                 | Lee County Justice Center Exp Escalator<br>1700 Monroe St, Fort Myers FL       | 2  |  |
| 20                 | Lee County Justice Center Exp Which Lifts<br>1700 Monroe St, Fort Myers FL     | 17 |  |
| 21                 | Lee County Parking Garage Elevators<br>2120 Monroe St, Fort Myers FL           | 2  |  |
| 22                 | Lee County Material Recycling Facility<br>10550 Buckingham Road, Fort Myers FL | 1  |  |
| 23                 | Lee County Downtown Library<br>2450 NW 1 <sup>st</sup> St, Fort Myers FL       | 3  |  |
| 24                 | Boston Red Sox Stadium<br>11581 Daniels Pkwy, Fort Myers FL                    | 4  |  |
| <b>Grand Total</b> |  |    |  |

Amount Written \_\_\_\_\_

**Extra Work and Parts Cost**

Extra Work Fixed Labor Rates:

| <i><b>Item #</b></i> | <i><b>Description</b></i>     | <i><b>Unit of Measure</b></i> | <i><b>Regular Rate</b></i> | <i><b>Premium OT</b></i> | <i><b>Premium Holiday</b></i> |
|----------------------|-------------------------------|-------------------------------|----------------------------|--------------------------|-------------------------------|
| 1a                   | Certified Elevator Technician | Hour                          |                            |                          |                               |
| 2a                   | Mechanic Helper               | Hour                          |                            |                          |                               |
| 3a                   | Team (1 CET & 1 Helper)       | Hour                          |                            |                          |                               |

Percentage mark-up from Contractor Retail Price for Contractor Direct-Furnished OEM Replacement Parts:

Percentage: \_\_\_\_\_%

Percentage mark-up from Contractor Cost for Non-Manufacturer Replacement Parts:

Percentage: \_\_\_\_\_%

**Bidder must be able to answer YES and supply all the required documentation in order to not be deemed non-responsive.**

Is your Maintenance Control Plan attached (MCP)? YES \_\_\_\_\_ NO \_\_\_\_\_

Did you supply documentation verifying at least ten (10) years of related experience as a commercial contractor in the repair and maintenance of elevators and escalators? YES \_\_\_\_\_ NO \_\_\_\_\_

Did you supply documentation verifying at least five (5) years experience in performing both elevator and escalator maintenance and repair in a facility the size of and with approximately the same number of elevator and escalator units as Lee County? YES \_\_\_\_\_ NO \_\_\_\_\_

The Bidder shall include with their Bid the name, address, contact person and telephone number of at least three (3) firms for which they are performing or have performed, during the last three (3) years, services similar in size, type, scope, and complexity as described in this Invitation to Bid. Was this included? YES \_\_\_\_\_ NO \_\_\_\_\_

The Bidder shall submit with its Bid a statement of their credit standing in the form of one of the following documents: a bank letter of recommendation; a current credit report; or a Dun & Bradstreet report. Was this included? YES \_\_\_\_\_ NO \_\_\_\_\_

The Bidder shall identify a Supervisor having responsibilities and oversight for the work to be performed at Lee County, and include a resume of the planned Supervisor detailing their experience with servicing Elevators and Escalators over the prior seven years. Was this included? YES \_\_\_\_\_ NO \_\_\_\_\_

The Contractor shall list the names of minimum (10) full-time, properly licensed and certified elevator and escalator technicians and mechanics employed within the service area surrounding Lee County, Florida, and include a copy of their Certified Elevator Technician (CET) licenses. Did you include the 10 CET licenses? YES \_\_\_\_\_ NO \_\_\_\_\_

Were the name, contact information and CET licenses for the designated Primary and Backup Primary technician provided? YES \_\_\_\_\_ NO \_\_\_\_\_

What is the address of your local parts warehouse? \_\_\_\_\_

The Bidder shall furnish, with their Bid, safety related performance data to include their documented Experience Modifier Rate, and their Recordable Injury Rate (RIR) for the year 2016. Was this provided? YES \_\_\_\_\_ NO \_\_\_\_\_

The Bidder shall include with their Bid the name, address, contact person and telephone number of at least three (3) firms for which they are performing or have performed, during the last three (3) years, services similar in size, type, scope, and complexity as described in this Invitation to Bid. The Bidder shall list the number and types of both Hydraulic Elevators, and the number and types of Escalators that they have actively maintained in the five-county area of Southwest Florida (Lee, Charlotte, Collier, Glades, or Hendry Counties) during the prior five (5) years, and identify the time periods during the last prior five (5) years which the Bidder was under contract to maintain such Hydraulic Elevators and Escalators. Was this included? YES \_\_\_\_\_ NO \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_





**LEE COUNTY**  
SOUTHWEST FLORIDA

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: B170151/ANB SOLICITATION NAME: Elevator Service & Repair

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who has produced

(Print or Type Name)

\_\_\_\_\_ as identification.

(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

## Form 3 Reference Survey



## Lee County Procurement Management

**REFERENCE SURVEY**Solicitation # **B170151/ANB****Elevator Service & Repair**

|  |                  |   |                         |
|--|------------------|---|-------------------------|
| <b>Section 1</b> Reference Respondent Information  |                  | <b>Please return completed form to:</b>   |                         |
| <b>FROM:</b> _____   |                  | <b>Bidder/Proposer:</b>   |                         |
| <b>COMPANY:</b> _____  |                  | <b>Due Date:</b>  |                         |
| <b>PHONE #:</b> _____  |                  | <b>Total # Pages: 1</b>   |                         |
| <b>FAX #:</b> _____  |                  | <b>Phone #: Fax #:</b>  |                         |
| <b>EMAIL:</b> _____  |                  | <b>Bidder/Proposer</b>  |                         |
| <b>Section 2</b>   |                  | Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent) |                         |
| Bidder/Proposer Name:  |                  |   |                         |
| Reference Project Name:  | Project Address: | Project Cost:   |                         |
|  |                  |   |                         |
| Summarize Scope:   |                  |   |                         |
| <p><b>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</b></p>                                      |                  |   |                         |
| <b>Section 3</b>   |                  |   | Indicate: "Yes" or "No" |
| 1. Did this company have the proper resources and personnel by which to get the job done?  |                  |   |                         |
| 2. Were any problems encountered with the company's work performance?  |                  |   |                         |
| 3. Were any change orders or contract amendments issued, other than owner initiated?   |                  |   |                         |
| 4. Was the job completed on time?  |                  |   |                         |
| 5. Was the job completed within budget?  |                  |   |                         |
| 6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.<br>Rate from 1 to 10. (10 being highest) |                  |   |                         |
| 7. If the opportunity were to present itself, would you rehire this company?   |                  |   |                         |
| 8. Please provide any additional comments pertinent to this company and the work performed for you:  |                  |   |                         |

**Section 4**

Reference Name (Print Name)

**Please submit non-Lee County employees as references**

Reference Signature



## ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1.

**Company Name:** \_\_\_\_\_

| <b>Type of Incident</b><br><i>Alleged Negligence<br/>or<br/>Breach of Contract</i> | <b>Incident Date<br/>And<br/>Date Filed</b> | <b>Plaintiff</b><br><i>(Who took action<br/>against your company)</i> | <b>Case Number</b> | <b>Court</b><br><i>County/State</i> | <b>Project</b> | <b>Claim Reason</b><br><i>(initial circumstances)</i> | <b>Final Outcome</b><br><i>(who prevailed)</i> |
|--|---|---|--------------------|-------------------------------------|----------------|---|--|
|  |   |   |                    |                                     |                |   |  |
|  |   |   |                    |                                     |                |   |  |
|  |   |   |                    |                                     |                |   |  |
|  |   |   |                    |                                     |                |   |  |
|  |   |   |                    |                                     |                |   |  |
|  |   |   |                    |                                     |                |   |  |

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **“NONE”** in the first **“Type of Incident”** box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.



# LEE COUNTY

## SOUTHWEST FLORIDA

### AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: \_\_\_\_\_

Printed name of authorized signer \_\_\_\_\_

Title \_\_\_\_\_



Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_

\_\_\_\_\_ who has produced

\_\_\_\_\_ as identification (or personally known)

Type of ID and number \_\_\_\_\_



Notary Public Signature \_\_\_\_\_

Notary Commission Number and expiration \_\_\_\_\_

1. Principal place of business is located within the boundaries of: \_\_\_\_\_ Lee County  
 \_\_\_\_\_ Collier County  
 \_\_\_\_\_ Non-Local

Local Business Tax License # \_\_\_\_\_

2. Address of Principal Place of Business: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Number of years at this location \_\_\_\_\_ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years \_\_\_\_\_ Yes\* \_\_\_\_\_ No \*If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) \_\_\_\_\_

6. Number of available employees for this contract \_\_\_\_\_

*Form 6-Sub-contractor List***SUB-CONTRACTOR LIST**

| Sub-contractor Name | Area Of Work | Point Of Contact Or Project Supervisor | Phone Number and Email | Qualified DBE Yes/No | Amount or Percentage of Total |
|---------------------|--------------|--|------------------------|----------------------|-------------------------------|
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime:  
or:
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.



**Public Entity Crime Form**

Page 2 of 2

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**Cut along the outer border and affix this label to  
your sealed solicitation envelope to identify it as  
a “Sealed Bid”.**

|   |   |
|---|---|
| <b>SEALED BID DOCUMENTS • DO NOT OPEN</b>   |   |
| BID NO.:  | B170151/ANB   |
| BID TITLE:  | <b>Elevator Service &amp; Repair</b>  |
| DATE DUE:   | <b>Tuesday, June 6, 2017</b>  |
| TIME DUE:   | <b>Prior to: 2:30 PM</b>  |
| SUBMITTED BY:   |   |
|   | (Name of Company)   |
| e-mail address  | Telephone   |
| <b>DELIVER TO:</b>  | Lee County Procurement Management<br>1500 Monroe 4 <sup>th</sup> Floor<br>Fort Myers FL 33901 |
| <i>Note: submissions received after the time and date above will not be accepted.</i> |   |



Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**