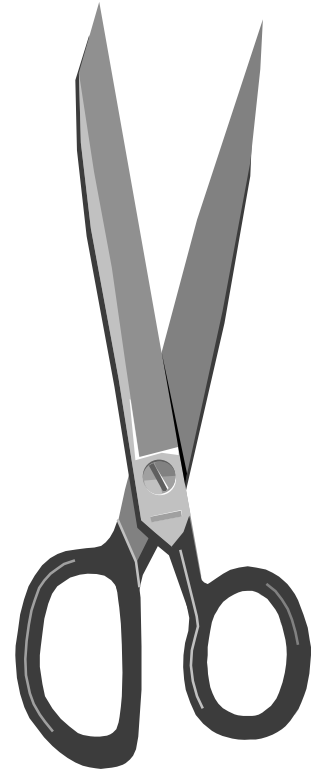


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN
SEALED BID NO.: 001-MHH-0712
BID TITLE: Elevator Preventive Maintenance Service
DUE DATE/TIME: July 28, 2011 @ 3:00PM
SUBMITTED BY: _____ Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title Elevator Preventive Maintenance Service

Bid File Number 001-MHH-0712 Posted July 8, 2011

Sealed bids will be received until 3:00 PM on July 28, 2011 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

VENDOR NAME

MAILING ADDRESS

PRINT OR TYPE SIGNATURE AND TITLE

CITY, STATE, ZIP

WRITTEN SIGNATURE

DATE

TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)

FAX NUMBER

E-MAIL ADDRESS

FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: June 30, 2012. Contract(s) awarded from this bid will begin on September 7, 2011 and will run through June 30, 2012.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about August 2, 2011 and will remain posted for a period of at least 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.
- The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.
34. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 **MUST** be signed for your bid to be considered.
Rev.Pur. 8/2010

Special Terms and Conditions

A. **SCOPE:** The School Board of Polk County, Florida hereinafter referred to as "the District" seeks to establish a contract with a qualified vendor(s) to provide full service preventive maintenance to the elevators and wheelchair lifts listed in the Bid Form & Specifications and to prequalify vendors to quote on repairs to elevators and lifts that are not covered under the preventive maintenance portion of this Invitation to Bid. The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the currently adopted Florida Statutes Chapter 399 Elevator Safety and the currently adopted Florida Building Code Chapter 30 Elevators and Conveying Systems as well as specifications contained herein. It is the intent of the district to phase out existing elevator maintenance contracts as they expire and bring them into the envelope of a single contract. For the purpose of this Invitation to Bid, the term "Bidder", "Contractor" and "Vendor" shall be considered synonymous.

B. **MANDATORY PRE-BID CONFERENCE:** Pre-Bid Conference shall be held in the Purchasing Conference Room at the District's Administrative Offices, 1915 S. Floral Avenue, Bartow, Florida on **July 18, 2011 at 10:00 A.M.** Bidder's attendance is mandatory (sub-contractors do not meet this requirement). Bids received from contractors who are not present for the entire Mandatory Pre-Bid Conference will not be considered.

Important Note: In order to be considered for award of this Contract, bidders must be represented at the Pre-Bid Conference referenced above.

C. **DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS:** Written questions from potential bidders will be accepted by mail, facsimile or email addressed to the attention of Harold Hamby at 1915 S Floral Ave. Bartow, FL 33830. All written questions must be received in the Districts purchasing department no later than 3:00 pm July 19, 2011. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. If warranted the District will post the responses (as an addendum) to the same website where this Bid is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

D. **RESTRICTIONS ON CONTACTING THE DISTRICT:** Upon the issuance of this Invitation to Bid, all contact with the District **must** be made through the designated contact person listed in Section C. Potential Bidders **must** limit communication with the designated contact to the means specified in this Invitation to Bid. Other District employees and representatives of the District are instructed not to answer questions regarding the bid or otherwise discuss the contents of the bid with potential bidders or their representatives. Any contacts made with other District employees or representatives of the District will be reported to the Purchasing Department. Potential Bidders shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

E. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

F. **OTHER FEES:** Bidder/Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

G. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

H. **SIGN IN REQUIREMENTS:**

1. For the safety and security of children and staff, it is imperative that school personnel be aware of all non-school personnel on the campus.
2. All contractors/workers are required to sign in at the school office upon arrival each day and to sign out when departing.
3. All contractors/workers shall wear Polk County School Board Vendor/Contractor photo identification at all times while on school grounds.

I. **AWARD OF CONTRACT:**

1. The District reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
2. The term of this contract is for approximately 1 year and shall commence on or about August 17, 2011 (contingent on Board approval), through June 30, 2012 with the option to renew for additional periods based on mutual agreement of both parties.
3. It is anticipated there will be a recommendation for award of contract based on the lowest composite (all or none) bid received from a responsive and responsible bidder. This will be the Primary Preventative Maintenance Contractor award and will also pre-qualify the contractor to quote on repairs to elevators not otherwise covered as preventive maintenance under this contract. It is anticipated there will be a recommendation of award based on the second lowest composite bid received from a responsive and responsible bidder. This would/will be the first alternate award and will also pre-qualify the contractor to quote on repairs to elevators as the need arises. It is anticipated there will be a recommendation of award based on the next lowest composite bid received from a responsive and responsible bidder. This would/will be the second alternate award and will also pre-qualify the contractor to quote on repairs to elevators as the need arises. The District reserves the right to make additional awards if it is in the District's best interest to do so. In the event there is a scheduling conflict, or if the Primary Contractor is unable to complete a given project satisfactorily or in a timely manner, the Contract Administrator (Director of Maintenance or designee) may request the services outlined in this Invitation To Bid from the first alternate awardee; if the first alternate awardee is unable to perform as outlined

above the Contract Administrator (Director of Maintenance or designee) may select the next awarded alternate awardee. If in the opinion of the Contract Administrator (Director of Maintenance or designee) the order exceeds the capability of the primary contractor, the services outlined in this Invitation to Bid may be purchased from the first alternate awardee; if the first alternate awardee is unable to perform as outlined above the Contract Administrator (Director of Maintenance or designee) may select the second alternate awardee. Alternate awardees will also be pre-qualified to submit quotes for elevator and lift repairs on an as needed basis.

4. The total composite (all or none) bid price for each submitted bid will be calculated as follows:
 - ❖ The Preventative Maintenance Monthly Cost for item numbers 1 through 24 will be added together to determine the bidder's monthly composite price.
 - ❖ Bidders total composite (all or none) bid price will be determined by multiplying the bidder's Total Monthly Cost by twelve (12).
5. Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.
6. Failure to satisfactorily perform current or past contracts may result in the rejection of a bid as non-responsible.

J. OPTION TO REQUEST ANNUAL PRICE ADJUSTMENT: Bid prices shall remain firm for the first twelve (12) months of this contract. The successful bidder will have an opportunity to request an annual price adjustment for the second and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than 90 calendar days prior to the annual anniversary of the contract start date (July 1st). The successful vendor will only be allowed to submit one request for price adjustment per contract year (July 1st to June 30th). Any approved request for price adjustment will not take effect until the annual anniversary of the contract start date (July 1st) and such price adjustment will be in effect for the 12-month period following said anniversary date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100) - CWUR0000SA0, published by the U.S. Bureau of Labor Statistics for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made. Please see the example shown in Attachment 1 on page 23. Any price adjustment shall be approved by the Purchasing Director and the Director of Maintenance prior to the new price becoming effective.

K. CONTRACT DOCUMENT: All terms and conditions of this Invitation to Bid document shall constitute the entire agreement between the District and the Board approved vendor(s). The bidder's signature on the bidder acknowledgement form shall be considered the bidders executing signature. Board approval of the recommended bidder(s) at a regularly scheduled board meeting shall be considered the Districts executing signature. No work shall commence under this contract until after Board approval and the awarded bidder(s) receives a duly authorized purchase order.

L. QUALIFICATION OF BIDDERS: In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. Please return required submittal listed

Please state company name and authorized signature _____

in items 1, 2, 3, 4 and 5 (if applicable) with your bid. After bid opening the Polk County School Board reserves the right to request the required submittals listed below (1, 2, 3, 4 and 5 {if applicable}) should bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two (2) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The bidder must demonstrate satisfactory experience providing Elevator Maintenance Services as outlined in the specifications of this Invitation to Bid. As documentation to support satisfactory experience performing the services described above, the bidder shall submit customer references for a minimum of three (3) jobs providing annual elevator maintenance service. Each reference shall be for jobs performed for different customers (entities).

For the purpose of this Invitation to Bid, recent is defined as any work/contract(s) performed since January 1, 2006. References for work/contract(s) performed prior to January 1, 2006 will be considered non-responsive.

A BIDDER REFERENCE FORM is provided for these references on page 20 of this invitation to bid.

2. The bidder shall provide a name, telephone number and fax number of the person to be contacted during normal business hours for scheduling work, responsible for the work product of the contractor and to provide service as needed. An answering service will not satisfy this requirement. Space is provided for this information on the CONTACT INFORMATION and SUBCONTRACTORS form on page 21.
3. The bidder shall provide a name and telephone number of the person to be contacted after normal business hours for the coordination of emergency service. An answering service will not satisfy this requirement. Space is provided for this on the SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 21.
4. The bidder shall submit with their bid a sample copy of the Preventive Maintenance checklist that is required in Section BB. 3. The bidder's staff will be required to fill out this checklist any time preventive maintenance or emergency repairs are performed on an elevator or lift under this contract. The District and the awarded bidder will work to develop a mutually agreeable checklist.
5. The bidder should submit the name and address of any subcontracting firm the bidder intends to subcontract any portion of this work. Space is provided for this information on the CONTACT INFORMATION and SUBCONTRACTORS form on page 21.

M. **SUBCONTRACTORS:** If during the term of the contract the awarded bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm shall be submitted for approval. No subcontracting shall take place prior to awarded bidder furnishing this information and receiving written approval from the District.

The subcontractor will be equally responsible for meeting all requirements as specified in Section G. The School Board of Polk County reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who (in the opinion of the Superintendent Of Schools, or designee) is not in the position to perform this award. The School Board of Polk County reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the School Board of Polk County elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the School Board of Polk County.

N. EMPLOYEES, SUBCONTRACTORS, AND AGENTS: Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the District. The successful firm shall not only be held liable to the District for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The district may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.

O. WARRANTY OF ABILITY TO PERFORM: By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

P. AUTHORIZATION TO PERFORM UNDER CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

Q. CANCELLATION: In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be

required to pay to the vendor that amount of the contract actually performed to the date of termination.

R. **PERFORMANCE OF CONTRACT:** The awarded bidder must be able to perform the services listed in this contract within the minimum time frames noted below. Failure to perform within these timeframes shall be considered cause to invoke Liquidated Damages as indicated in Section R. Repeated failure to perform within these timeframes shall be considered cause for the District to assign work to the first alternate awardee, if the first alternate awardee is unable to perform the contract then the School Board will have the option to assign work to other alternate awardees as applicable. If an awarded bidder continues to fail in performance of contract the School Board reserves the right to cancel the contract award as indicated in Section Q. of the Special Terms and Conditions of this Invitation to Bid.

1. **Emergency request for service:** District Office Service Manager or designee will phone the awarded bidders contact person as indicated in the DAILY CONTACT INFORMATION and SUBCONTRACTORS form on page 17 to request the emergency service. The awarded bidders contact person must respond within one (1) hour of the request for emergency service and must have staff and equipment onsite within one (1) hour of the initial request for emergency service(s). Emergency request shall be defined as but not limited to any situation that poses a risk to students, staff, and/or property or impedes the District's ability to operate normally. Failure to respond to an Emergency request for service or failure to perform the Emergency service may at the District's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section S.
2. **Scheduled (Non-emergency) request for services:** District Office Service Manager or designee will phone, fax or email the awarded bidders contact person as indicated in the CONTACT INFORMATION and SUBCONTRACTORS form on page 17 to request scheduled service. The awarded bidder shall have no more than one (1) business days (Board holidays and weekends shall be excluded from the one (1) day time period) to confirm receipt of the scheduled request and make arrangements to discuss the scope of the request and schedule the service with School Board of Polk County staff. Failure to respond to a scheduled request for service or failure to perform scheduled service when scheduled as indicated above may at the District's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section S.
3. **Callbacks / Punch list repairs:** Awarded contractor(s) shall provide unlimited callback service at no additional cost. For the purpose of this Invitation to Bid, a "preventive maintenance callback" is defined as service that must be performed to correct a deficiency that was not corrected during a prior preventive maintenance service and the service must be performed prior to the next scheduled preventative maintenance service. A "repair/replacement callback" is defined as service that must be performed to correct a deficiency as a result of repair work provided outside the scope of preventive maintenance service. The Awarded contractor(s) shall be back on site within four (4) hours of the time the callback is reported to the Awarded contractor(s) whether it be during regular business hours or non-business hours. Failure to respond to a preventive maintenance and/or repair/replacement callback request or failure to perform the preventive maintenance and/or repair/replacement callback as indicated above may at the District's discretion be considered

failure of performance of contract and subject to Liquidated Damages as indicated in Section S.

Should any elevator be shut down for any extended period, exceeding twenty-four (24) continuous hours (except for pre-scheduled repairs approved by the Director of Maintenance {or designee}), the maintenance billing for the elevator shall be suspended until the elevator is back in service. Monthly billing shall be prorated, deducting the amount for the elevator down time.

S. **LIQUIDATED DAMAGES:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder certifies and warrants their acceptance of the Liquidated Damages clause. Should the awarded Contractor fail to perform under the terms and conditions of this bid the Contractor agrees to make payment to the School Board of Polk County (the District) in an amount of \$200.00 per elevator or wheelchair lift, per day, per occurrence, unless the failure to perform was caused by acts or omissions of the District. Violations of the Terms and Conditions of this bid shall include but are not limited to:

- ❖ Failure to perform the preventive maintenance as required in Section AA Specifications.
- ❖ Failure to meet the time frames listed in Section R Performance of Contract.

In addition to the above requirement for Liquidated Damages, the District may hold the bidder responsible for any additional damages or costs incurred by the District as a result of the bidder's actions.

T. **INVOICING:** Invoices shall be typed, and must indicate the location where elevator service was performed, license number, elevator manufacture, model number and elevator capacity. A copy of the preventative maintenance checklist signed by district staff must be returned with each invoice (see section AA. 3. in this Invitation to Bid). This identifying information **must** be on the invoice. Invoices shall be numbered to prevent confusion. All invoices **must** be signed by School Board of Polk County staff. The authorizing Purchase Order shall be referenced on each invoice.

In general, invoices received by Friday morning will take a minimum of TWO weeks before payment is made. This will allow time for the School Board to inspect the work before processing invoices. Each invoice will be held until each item on the invoice is acceptable and punch list items are complete. Damages by a contractor will be resolved before any open invoice is paid. Incomplete, inaccurate and improper invoices will be returned unpaid. No additional terms and conditions included with an invoice will be accepted. Any invoice that includes additional terms and conditions will be returned unpaid.

U. **REPAIR QUOTES:** Repairs to elevators and wheelchair lifts that are not part of the preventive maintenance schedule and not deemed an emergency will be addressed by requesting quotes from any or all awarded contractors. All prices quoted shall be FOB Jobsite (or the Polk County location as directed on PO) and shall include the furnishing of all materials, equipment, hardware, accessories and installation labor required to complete a turnkey repair to the elevator or wheelchair lift system. All quotes will be evaluated based on this statement, failure to include all required materials etc... shall be at the risk of the contractor. Request for quotes for repairs will generally follow the procedures outlined below.

1. **Written Quotes:** Written quotes may be requested for projects with an estimated value greater than \$15,000. Written quotes will be requested from any or all awarded bidders for projects with an estimated value of greater than \$25,000. When feasible the District will send a Request for Quote form to any or all awarded bidders. This Request for Quote form will cover the scope of each project. If a pre-quote conference is required awarded bidders will receive written notice of the pre-quote conference date, time and place. This notice will be faxed, mailed and/or emailed to the awarded bidders.
2. **Submission of Quotes:** Quotes shall be submitted no later than ten - (10) workdays after the vendor has received a Request for Quote (unless otherwise indicated otherwise in the Request for Quote form). No additional terms and conditions included with a quote response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to any quote response and may be cause to reject the quote response as non-responsive.

V. **USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

W. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

X. **ADDENDA:** It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

Y. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

Z. **INSURANCE:** The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

TYPE OF INSURANCE

LIMITS OF LIABILITY

Please state company name and authorized signature _____

Worker's Compensation Statutory
Commercial General LiabilityCombined Single Limit
\$1,000,000 per occurrence
Automobile Liability\$1,000,000 Combined single limit
(All owned autos, or any auto if vehicles other than owned are used).

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) The VENDOR shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the VENDOR. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the VENDOR shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

AA. REQUESTS FOR BID INFORMATION & RELATED DATA: Requests for information relating to bids in process will be addressed without delay when such information has a *material* effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, *lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations* within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids
- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

BB. SPECIFICATIONS:

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
2. **Codes:** All materials and work shall meet the requirements of the most recently adopted version of the following codes/standards:
 - a. National Electrical Code (NEC)
 - b. American Society of Mechanical Engineers (ASME)
 - c. American National Standards Institute/Safety Code for Elevators
 - d. Florida Building Code
 - e. State and Local Codes
 - f. Americans with Disabilities Act (ADA)
3. **Site Documentation:** The awarded contractor(s) shall maintain a Fireman's log and preventative maintenance schedule/work log on site in the elevator's machine room. These logs shall include entries for all maintenance and repairs. Entries shall show date of service, building name, elevator serial number, description of work, mechanic's name, and approximate time required for work. A copy of this preventive maintenance checklist must remain on site and a copy of the preventive maintenance checklist signed by District staff at each site must be submitted with the contractors invoice. The district will withhold payment if a signed copy of the preventative maintenance checklist is not sent with the invoice.
4. **Hours:** All non-emergency work shall be performed during regular working hours of 7:00 AM to 4:00 PM Monday through Friday, excluding board holidays and weekends, at no additional cost. Awarded contractor(s) shall respond to request for emergency repairs and scheduled repairs within the time frame listed in Section R. Performance of Contract of this Invitation to Bid.
5. **Inspections:** Inspection fees charged by third party inspectors for state certification shall be paid by the awarded contractor(s). Fees for re-inspection due to awarded contractor(s) failure to eliminate deficiencies covered by this maintenance agreement shall be paid by the awarded contractor(s). The awarded contractor(s) shall schedule inspections required per code with the third party inspectors and shall be present during said inspections.
 - a. The Contractor shall schedule and be present during all Periodic Tests including applicable Category 1, Category 3, or Category 5 Periodic Testing in accordance with the currently adopted edition of ASME A17.1, as referenced by Chapter 61C-5 Florida Administrative Code, Florida Elevator Safety Code. At a minimum the periodic tests shall be conducted at the frequency stated in the ASME A17.1 Safety Code for Elevators and Escalators. The

periodic tests shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators and ASME A17.2 Inspector's Manual. Test results shall be recorded on forms acceptable to the District.

- b. Periodic inspections as performed by City, County, State or Federal government and/or insurance agencies or their representatives are specifically not in this Contract and do not satisfy the requirements herein specified.
6. **Experience/Licenses:** The awarded contractor(s) shall have experience in the complete maintenance and repair of elevator systems and employ competent personnel to insure fulfillment of this service. The awarded contractor(s) shall have qualified certified individuals, properly trained and equipped with all the necessary tools and equipment to make inspections, adjustments and repairs/replacements to the brands herein. The CONTRACTOR must at all times maintain appropriate licenses as required by the State of Florida and the Scope of Work. At the request of the District the awarded contractor(s) shall provide a current copy of said licenses and certifications to the District.
 7. **Reprogramming:** If elevators need to be reprogrammed with telephone numbers or identification numbers, reprogramming and cost shall be the sole responsibility of the contractor.
 8. **Inspections:** Inspection fees charged by third party inspectors for state certification shall be paid by the awarded contractor(s). Fees for re-inspection due to awarded contractor(s) failure to eliminate deficiencies covered by this maintenance agreement shall be paid by the awarded contractor(s). The awarded contractor(s) shall schedule inspections required per code with the third party inspectors and shall be present during said inspections.
 9. **Preventive Maintenance:** The awarded contractor(s) shall visit each site one (1) time per month and perform preventive maintenance per the specifications of this Invitation to Bid and manufacturers' recommendation on each elevator. In the event of any incident of vandalism, Acts of God or power surges a written estimate for repairs shall be provided by the awarded contractor(s) to the Director of Maintenance (or designee). The Director of Maintenance (or designee) will determine if additional quotes are required prior to requesting a purchase order for the repairs. Exceptions to the requirement for written quotes may be granted during request for emergency repairs.

Preventative maintenance shall consist of an annual inspection with hydraulic cylinder test, systematic monthly safety inspection, adjustments, cleaning, painting, lubrications. All cost associated with the monthly maintenance requirements shall be included in the monthly maintenance bid cost. This includes but is not limited to lubricants, cleaning supplies, paint, etc... of the following components:

- a. Preventative Maintenance work includes periodic Contractor operation, inspection, checks, adjustments, and maintenance of elevator and lift systems as necessary to ensure compliance with applicable ASME, and manufacturers' standards of safety, reliability, and satisfactory operating condition. Work shall be

performed in accordance with a Preventive Maintenance checklist pre-approved by the Owner. A copy of this preventive maintenance checklist must remain on site and a copy of the preventive maintenance checklist signed by District staff at each site must be submitted with the contractors invoice.

- b. Preventative maintenance work shall include, but not necessarily be limited to: comprehensive operational inspection and adjustments to insure the satisfactory functioning of machinery and controls, car speeds, leveling devices, car and hoist way doors, and safety edge mechanisms; detection and correction of the causes of unusual noises or vibrations; the manufacturer's recommended machinery lubrication; adjustments to bring system operation within the manufacturer's specifications; equipment space housekeeping; equipment cleaning; changing burned-out indicator lamps; and other services as required to maintain all systems in a safe and acceptable operating condition.
- c. Preventive maintenance work to include the inspection and maintenance of elevator systems that are affected by wear and in turn affect operation and performance. These inspections are to be done on a monthly schedule. Elevator types and parts listed below are an example of items to be inspected during each inspection. The lists below are not all inclusive; the contractor shall be responsible to inspect all parts that are subject to wear and tear. These parts are to be inspected on every Preventive Maintenance Service appt/call.

Traction Elevator Parts

- Signal Fixtures
- Controller/Drive
- Motor
- Safety switches
- Interlocks
- Hoisting machine
- Door operator
- Buffers
- Traveling cable
- Safety device
- Door protection system
- Brake
- Leveling accuracy
- Hoist ropes
- Governor rope
- Governor

Hydraulic Elevator Parts

- Signal Fixtures
- Controller
- Valve pump oil level
- Safety switches
- Interlocks
- Leveling accuracy

- Door operator
 - Buffers
 - Traveling cable
 - Jack
 - Door protection system
- d. The Contractor shall inspect the equipment monthly. The examinations shall identify any equipment conditions that may impair the normal operation of the equipment.
- e. When corrective action is the required, the Contractor shall submit a report to the Contract Administrator (or designee) detailing the necessary corrective action. The Contract Administrator (or designee) will determine the appropriate course of action. Contractor shall not to commence repair work without a duly authorized purchase order. Commencing work without a duly authorized purchase order shall be at the risk of the contractor.
- f. The Contractor shall clean equipment. The cleaning of the equipment shall occur at regular intervals sufficient in frequency to maintain a clean condition and preserve the life of the equipment. The Contractor shall not be responsible for cleaning any equipment made necessary by a result of improper janitorial or building maintenance functions.
- g. The Contractor shall report items that require the attention of the janitorial staff to the Contract Administrator (or designee). Such reports shall be in written form, dated, and signed by the Contractor and shall be submitted to the Contract Administrator (or designee) as often as deemed necessary.
- h. The Contractor shall paint the machine room floor during the first month of contract per year.
- i. The Contractor shall paint the equipment at intervals frequent enough to maintain a professional appearance, prevent rust, and preserve the equipment.
- j. All paint shall be suitable for purpose intended and be of high quality. Application of paint shall, in all circumstances, comply with applicable local codes and/or current ASME codes.
- k. The Contractor shall lubricate the equipment. Lubricants shall be applied at the intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- l. The Contractor shall adjust the equipment. When the operation of the equipment varies from its normal or originally designed performance standards as a result of normal wear and use, the Contractor shall make the necessary adjustments to correct for proper operation.
- m. Adjustments shall be made by qualified individuals properly equipped with tools and instruments, employed by the Contractor. Adjustments shall be made at regular intervals frequent enough to maintain the elevator in normal operating condition and to preserve the useful life of the part or assembly. The contractor shall provide all necessary tools and instruments including but not limited to advanced computer diagnostic tools.

- n. Parts or assemblies which have worn (or otherwise deteriorated) beyond "normal" adjustment limits shall be noted on the report and brought to the attention of the Contract Administrator (or designee).
 - o. All work shall be done in a neat and workmanlike manner. The contractor shall dispose of all packing, crating, unusable scraps, and any miscellaneous materials. The contractor(s) shall remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor shall legally dispose of unsalvageable materials at the contractor(s) expense. The contractor shall, as a part of this job, properly store and secure any salvageable materials, at the location designated by the Contract Administrator.
 - p. The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.
10. **Inspection of Work:** The Director of Maintenance (or designee) shall reserve the right to make inspections and tests at his discretion to ascertain that the requirements of this Agreement are being fulfilled. Deficiencies noted shall be promptly corrected at the awarded contractor's expense.
11. **Additional Elevators and Components:** The School Board of Polk County shall reserve the right to add or delete elevators to this Agreement during any term of the agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

BID FORM & SPECIFICATIONS

Enter Bid Pricing Below. Bidders must enter a unit price in the space provided below for ALL items listed on the BID FORM & SPECIFICATIONS or the submitted bid will be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (ea. as indicated below- DO NOT change the unit of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID!

Item #	Qty	Location	License Number	Description	Rise/Length Openings	Manufacturer	Preventative Maintenance Monthly Cost
1	1	Bartow Senior High	34316	Elevator	2F/OR	Miami Elevator	ea
2	1	Boone Middle	98195	Elevator	2F/OR	ThyssenKrupp Elevators	ea
3	1	Chain of Lakes Elementary	86801	Elevator	2F/OR	ThyssenKrupp Elevators	ea
4	1	Chain of Lakes Elementary	86802	Elevator	2F/OR	ThyssenKrupp Elevators	ea
5	1	Eastside Elementary	97198	Elevator	2F/OR	Schindler	ea
6	1	George Jenkins High	96783	Elevator	2F/OR	Schindler	ea
7	1	Haines City Senior Freshman Center	96925	Elevator	2F/OR	Schindler	ea
8	1	Horizons Elementary	93912	Elevator	2F/OR	Schindler	ea
9	1	Horizons Elementary	93913	Elevator	2F/OR	Schindler	ea
10	1	Kathleen Middle	49294	Elevator	2F/OR	Montgomery	ea
11	1	Lake Region Freshman Academy	97093	Elevator	2F/OR	ThyssenKrupp Elevators	ea
12	1	Lakeland Senior	59801	Elevator	2F/OR	Otis	ea
13	1	Lawton Chiles Middle	49991	Elevator	3F/OR	Miami Elevator	ea
14	1	Lawton Chiles Middle	49992	Lift	2F/OR – lift	Miami Elevator	ea
15	1	Ridge Career Center Medical Center	96779	Elevator	2F/OR	Schindler	ea
16	1	Ridge Community High	86180	Elevator	2F/OR	ThyssenKrupp Elevators	ea
17	1	Ridge Community High	86181	Elevator	2F/OR	ThyssenKrupp Elevators	ea
18	1	Ridge Community High	86182	Elevator	2F/OR	ThyssenKrupp Elevators	ea
19	1	Ridge Community Freshman Academy	97146	Elevator	2F/OR	ThyssenKrupp Elevators	ea
20	1	Rochelle SOA	89135	Elevator	2F/OR	ThyssenKrupp Elevators	ea
21	1	Tenoroc High	93440	Elevator	2F/OR	ThyssenKrupp Elevators	ea
22	1	Tenoroc High	93441	Elevator	2F/OR	ThyssenKrupp Elevators	ea
23	1	Tenoroc High	93442	Elevator	2F/OR	ThyssenKrupp Elevators	ea
24	1	West Area Adult	49957	Lift	2F/OR – lift	Garaventa	ea
					Total Monthly Cost		\$

NOTE: Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files

Please state company name and authorized signature _____

BIDDER REFERENCE FORM (see Section L.1.)
(duplicate as needed)

Please provide all requested information for each reference.

Job Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Job Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Job Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Please state company name and authorized signature _____

CONTACT INFORMATION (see Section L.2.)
(Duplicate as needed)

Name: _____

Telephone: _____

Fax: _____

Email address: _____

EMERGENCY CONTACT INFORMATION (see Section L.3.)
(Duplicate as needed)

Name: _____

Telephone: _____

Fax: _____

Email address: _____

SUBCONTRACTORS (if applicable) (see Section L.5.)
(Duplicate as needed)

Name of Subcontractor: _____

Contact Person: _____

Address: _____

Telephone: _____

Name of Subcontractor: _____

Contact Person: _____

Address: _____

Telephone: _____

Name of Subcontractor: _____

Contact Person: _____

Address: _____

Telephone: _____

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

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

(vendor's signature)

Please state company name and authorized signature _____

ATTACHMENT 1

See example (sample) below of a requested price adjustment for the contract extension period July 1, 2012 through June 30, 2013. **Please note this is an example (sample) only and is in no way intended to forecast future inflation rates.**

On March 31, 2012 the vendor submits a written request for a price adjustment increase for the contract period July 1, 2012 through June 30, 2013. In this example the vendor requests an adjustment equal to the annual percentage rate of inflation, as defined in the bid Special Terms and Conditions Section G., for the calendar year 2011. If approved, the annual percentage rate of inflation (rounded to one decimal place) for the calendar 2011, would be added to the existing unit bid prices. The adjusted rates would be effective for the contract period July 1, 2012 through June 30, 2013.

The screenshot shows the Bureau of Labor Statistics website interface. The main heading is "Databases, Tables & Calculators by Subject". Below this, there are two data sections. The first section is for the "Consumer Price Index - Urban Wage Earners and Clerical Workers" with Series Id: CWUR0000SA0. It includes a table with columns for months (Jan-Dec), Annual, HALF1, and HALF2. The "Annual" value for 2010 is 2.1. The second section is for the "12-Month Percent Change" with Series Id: CWUR0000SA0. It includes a similar table where the "Annual" value for 2010 is 2.1. A red circle highlights the "Annual" value of 2.1 in the second table. A red arrow points from the text "More Formatting Options" to the right.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.967	213.426	214.507

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	3.3	2.8	3.0	2.9	2.6	1.4	1.6	1.4	1.4	1.5	1.3	1.7	2.1	2.7	1.5

Note: This Example shows the annual percentage rate for calendar year 2010. The Bureau of Labor Statistics DOES NOT forecast future inflation rates.

Please state company name and authorized signature _____

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT and the completed BID FORM & SPECIFICATIONS the District reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. Any requested additional information must be received by the District's Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Sign the BIDDER ACKNOWLEDGEMENT Form on page 1 of this Invitation to Bid. Failure to sign the BIDDER ACKNOWLEDGEMENT Form on page 1 will result in the bid being rejected as non-responsive.	1
	x		Bidders must enter a unit price in the space provided for <u>ALL</u> items listed on the BID FORM & SPECIFICATIONS. Failure to enter all unit pricing will result in the bid being rejected as non-responsive.	20
	x		Customer References (use enclosed form on page 20).	21
	x		Provide the name, telephone number and email address of the person to be contacted during normal business hours for the coordination of service. An answering service will not satisfy this requirement. LOCAL OFFICE, DAILY CONTACTS AND SUBCONTRACTORS FORM on page 22.	21
	x		Provide the name, telephone number and email address of the person to be contacted after normal business hours for the coordination of emergency service. An answering service will not satisfy this requirement. LOCAL OFFICE, DAILY CONTACTS AND SUBCONTRACTORS FORM on page 22.	21
	x		Submit with their bid a copy of the Preventive Maintenance checklist that is required in Section BB. 3.	8, 14
	x		List all Sub-contractors you will be using to perform the services under this contract. LOCAL OFFICE, DAILY CONTACTS AND SUBCONTRACTORS FORM on page 22 (if applicable).	21
		X	Completed and signed Drug Free Workplace Certification (optional).	22

Please state company name and authorized signature _____